

AICCO, Inc.

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
4/1/2009	Bill	April '09	62,400.58	62,400.58		62,400.58
				Check Amount		62,400.58

4/30/2009

PAYMENT
RECORD

CES Environmental S (b) (6)

62,400.58

AICCO, Inc.
45 East River Park Place, West Suite 308
Fresno CA 93720

INVOICE



CES Environmental Services Inc
4904 Griggs Road
HOUSTON TX 77021-3208

001491

Account Number: (b) (6)

Date of Notice: 04/01/09

AGENT: Insurance Alliance

Advantage Premium Finance Co., Inc.

Installment Due Date: 04/25/09
Amount Due:

Past Due Balance
Current Installment Due

TOTAL AMOUNT DUE

\$62,400.58

\$62,400.58

\$124,801.16

62,400.58

Messages:

Payments not received as scheduled may result in late charges or cancellation of insurance coverage as provided for in your premium finance agreement.

For customer service inquiries, please call or inquire on-line at:



1-877-615-4242



www.IAICC.com

AIEPA05

EPAHO092001272

ENTIAL SERVICES, INC.

44771

AICCO, Inc.

2/27/2009

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
2/26/2009	Bill	Feb '09	62,400.58	62,400.58		62,400.58
				Check Amount		62,400.58

62,400.58

CES Environmental S

(b) (6)

62,400.58

675570 (1/02)

EPAHO092001273

AICCO, Inc.
45 East River Park Place, West Suite 308
Fresno CA 93720

INVOICE



CES Environmental Services Inc
4904 Griggs Road
HOUSTON TX 77021-3208

001855

Account Number: (b) (6)

Date of Notice: 02/17/09

AGENT: Insurance Alliance

Advantage Premium Finance Co., Inc.

Installment Due Date: 02/25/09
Amount Due:

Past Due Balance	\$0.00
Current Installment Due	\$62,400.58
TOTAL AMOUNT DUE	\$62,400.58

Messages:

Payments not received as scheduled may result in late charges or cancellation of insurance coverage as provided for in your premium finance agreement.

For customer service inquiries, please call or inquire on-line at:



1-877-615-4242



www.IAICC.com

POSTED
2-26-09

RECEIVED
FEB 24 2009

AIEPA05

Use of this payment stub will expedite application to your account. Please allow adequate mailing time.



Make your check payable to:

AICCO, Inc.

Please put your account number on your check
and mail it with this payment stub to:



AICCO, Inc.
P. O. Box 200455
Dallas TX 75320-0455



Account Number: (b) (6)

Due Date: 02/25/09

Total Due: \$62,400.58

Overnighted payments will not be
processed at the remittance address.
Please contact a customer service
representative for an overnight address.

150251199312000000000100624005873

TX 001855-XXX-MS-000001

PFSUSANVIAICE0011

EPAHO092001274

AICCO, Inc.

Date	Type	Reference	Original Amt.	Balance Due	4/1/2009 Discount	Payment
3/3/2009	Bill	March '09	62,400.58	62,400.58		62,400.58
				Check Amount		62,400.58



CES Environmental S

(b) (6)

62,400.58

575570 (1/08)

AICCO, Inc.
45 East River Park Place, West Suite 308
Fresno CA 93720

INVOICE



CES Environmental Services Inc
4904 Griggs Road
HOUSTON TX 77021-3208

004052

Account Number: (b) (6)

Date of Notice: 03/03/09

AGENT: Insurance Alliance

Advantage Premium Finance Co., Inc.

Installment Due Date: 03/25/09
Amount Due:

Past Due Balance
Current Installment Due

\$62,400.58
\$62,400.58

FEB - Pd
MAR

TOTAL AMOUNT DUE

\$124,801.16

Messages:

Payments not received as scheduled may result in late charges or cancellation of insurance coverage as provided for in your premium finance agreement.

For customer service inquiries, please call or inquire on-line at:



1-877-615-4242



www.IAICC.com

AIEPA05

Use of this payment stub will expedite application to your account. Please allow adequate mailing time.



Make your check payable to:

AICCO, Inc.

Please put your account number on your check
and mail it with this payment stub to:



AICCO, Inc.
P. O. Box 200455
Dallas TX 75320-0455



Account Number: (b) (6)

Due Date: 03/25/09

Total Due: \$124,801.16

Overnighted payments will not be
processed at the remittance address.
Please contact a customer service
representative for an overnight address.

150251199312006240058701248011685

TX 004052-000-MS-000001

PFSUSAINVOICE0011
AIE315

EPAHO092001276



**Bishop Lifting
Products, Inc.**
www.Lifting.com

Tel 713-674-2266 Fax 713-674-1371

Please remit to:
Bishop Lifting Products, Inc.
P.O. Box 952011
Dallas, TX 75395-2011

INVOICE

Invoice No.	Date
115504	11/03/08
Refer To Invoice Number When Remitting	

SOLD TO: CES ENVIRONMENTAL SERVICES
4904 GRIGGS RD
HOUSTON, TX 77021

SHIP TO: CES ENVIRONMENTAL SERVICES
WILL CALL 3:00
713-417-2818
HOUSTON, TX 77021

Sales Order	Cust No	Purchase Order No	Order Date	Tax	Mark Shipment	Terms
0171253-0000	003352	VERBAL GLEN	10/30/08	T		NET 30
Sales Rep	Ship Date	Shipped Via	F.O.B. Point	Ins	Waybill Number	
AARON ORSAK	10/31/08	WILL CALL	OUR DOCK	N		

Item	T	Order	QUANTITY B/O	Ship	Part Number/Revision	Description	Unit Price	Amount
001	S	1.00		1.00	1ROX120	1" X 120' ROLL-OFF CABLE WITH 1" MASTER LINK IN THIMBLE EYE ONE END ONLY TX, HOU, MTA SALES T .08250	475.00	475.00
								39.19

678
TRAN

PAID

GB cc
2/4/09

RECEIVED
NOV 04 2008

BY: _____

POSTED
NOV 11 2008

PLEASE INCLUDE CUSTOMER ACCOUNT NUMBER ON ANY PAYMENTS OR INQUIRIES
THANK YOU FOR YOUR BUSINESS!

PAY THIS AMOUNT 514.19



MaxiRider

BLP
SERVICES

Order Request Form

P.O. Number:

Date: 11-4-08

Vendor:

Contact:

Phone:

Item #

Description

Quantity

Cost \$

1

Cable for Tr. #236

1

51419

Submitted By:

Approved By:

Office Use Only

Internal Expense:

Job Expense:

What Job?

CS

FS

Trans

SGA

MIRI =

DRM

135

☐ Give Vendor Re-Sale Certificate

☐ Vendor to Charge Sales Tax



**Bishop Lifting
Products, Inc.**
P.O. Box 15619
Houston, TX 77220
713-674-2266 Fax 713-672-9229

ACKNOWLEDGEMENT

Date: 10/31/08

Time: 14:48:16

 **Lifting.com**

SOLD TO:

CES ENVIRONMENTAL SERVICES
4904 GRIGGS RD
HOUSTON TX 77021

713-676-1460

FAX:

713-676-1676

SHIP TO:

CES ENVIRONMENTAL SERVICES
WILL CALL 3:00
713-417-2818
HOUSTON TX 77021

Sales Order	Cust No	Order Date	Tax	Promised	Sales Rep	Customer P. O. Number	Mark Shipment
0171253	01	003352	10/30/08	T	10/31/08	AARON ORSA	VERBAL GLEN
F.O.B. Point		Ship Date	Shipped Via		Terms	Waybill Number	Ins
OUR DOCK			WILL CALL		NET 30		N

Item	T	Quantity	Unit	Part Number/Revision	Description	Unit Price \$	Extended Price \$
001	S	1.00	EA	1ROX120	ORDER TAKEN BY: TH 1" X 120' ROLL-OFF CABLE WITH 1" MASTER LINK IN THIMBLE EYE ONE END ONLY PROMISED: 10/31/08 Order SubTotal 8.250% TX, HCU, MTA SALES T TOTAL ORDER	475.00	475.00 475.00 39.19 514.19
Trl # 236							

B Bishop Lifting
Products, Inc.
P.O. Box 15619
Houston, TX 77220
713-674-2266 Fax 713-672-9229
Lifting.com

PACKING LIST

Special Instructions

☐ Cert. Enclosed ☒ Partial Ship ☐ Complete Ship

Goods Received in Good Condition

By: _____

Date: _____

SOLD TO: CES ENVIRONMENTAL SERVICES
4904 GRIGGS RD
HOUSTON TX 77021

SHIP TO: CES ENVIRONMENTAL SERVICES
WILL CALL @ 4PM

Sales Order	Ship Num	Cust No	Order Date	Tax	Ship Week	Customer P. O. Number	Mark Shipment	Ins
171087	01	003352	10/28/08	E	10/29/08	376422		N
Sales Rep	Terms	F.O.B. Point	Ship Date	Shipped Via	Cartons	Total Est Wt	Waybill Number	
AARON ORSA	NET 30	OUR DOCK	10/29/08	WILL CALL				

Item	QUANTITY				EST. WEIGHT	Unit	Part Number	Description
	U/M	Order	Ship	B/O				
002	EA	1.00	1.00			EA	1ROX100	ORDER TAKEN BY: LILLY 1" X 100' ROLL-OFF CABLE WITH 1" MASTER LINK IN THIMBLE EYE ONE END ONLY PROMISED: 10/29/08 Bin SH1
							Qty 1.00 Lot 171087-002	

>>> NOTICE <<<

Invoice No.	Invoice Date	Trans Type	Trans Date	Reference Number	Amount	Current	31-45	46-75	76+	Not Aged
352		CES ENVIRONMENTAL SERVICES								
504	11/03/08	INVOICE	11/03/08	VERBAL GLEN 1	514.19					514.19
117233	12/15/08	INVOICE	12/15/08	376744 1	956.06			956.06		
					1,470.25			956.06		514.19
Grand Total					1,470.25			956.06		514.19

BISHOP LIFTING PRODUCTS
125 MCCARTY ST
HOUSTON, TX. 77209-0001
713-671-7800

COPY
02/04/2009 17:15:06
Sale:

Transaction # 2
Card Type: VISA
Acc: ***** (b)
Entry: Manual
Invoice # 1479
Total: 514.19

Reference No.: 002
Auth. Code: 051390
Response: APPROVAL
CUU2 Resp.:
Response Code: Match
Cust Code: AA512
Tax: 3352
0.00

CUSTOMER COPY

Thank you for your payment
Fallon

Feb. 4. 2009 2:47PM
EPAHQ0092001281

6/4/2009

Chem Carriers, LLC

**90,000.00

Ninety Thousand and 00/100*****

Chem Carriers, LLC
Attn: Frank Banta
1247 Hwy 75 Brookewood
Sunshine, LA 70780

CES

Chem Carriers, LLC			6/4/2009			
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
1/29/2009	Bill	7874	7,921.55	7,921.55		7,921.55
1/29/2009	Bill	7874	5,005.00	5,005.00		5,005.00
1/31/2009	Bill	7815	5,643.33	5,643.33		5,643.33
1/31/2009	Bill	7875	3,393.52	3,393.52		3,211.44
2/2/2009	Bill	7864	28,200.00	28,200.00		28,200.00
2/2/2009	Bill	7865	25,350.00	25,350.00		25,350.00
3/10/2009	Bill	7941	27,900.00	27,900.00		14,668.68
					Check Amount	90,000.00

CES Environmental S CES 90,000.00

Chem Carriers, LLC			6/4/2009			
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
1/29/2009	Bill	7874	7,921.55	7,921.55		7,921.55
1/29/2009	Bill	7874	5,005.00	5,005.00		5,005.00
1/31/2009	Bill	7815	5,643.33	5,643.33		5,643.33
1/31/2009	Bill	7875	3,393.52	3,393.52		3,211.44
2/2/2009	Bill	7864	28,200.00	28,200.00		28,200.00
2/2/2009	Bill	7865	25,350.00	25,350.00		25,350.00
3/10/2009	Bill	7941	27,900.00	27,900.00		14,668.68
					Check Amount	90,000.00

CES Environmental S CES 90,000.00

EPAHO092001282

Jeff Thomas

From: Doug LeBlanc [Doug@chemcarriers.com]
Sent: Wednesday, June 03, 2009 3:57 PM
To: Jeff Thomas
Subject: Payment

Jeff,

Please apply the payment as follows;

Invoice # 7746	\$21,781.32
7864	\$28,200.00
7865	\$25,350.00
7941	<u>\$14,668.68</u> leaving balnce of \$13,231.32
Total	\$90,000.00

Thanks,

Doug LeBlanc
Chem Carriers, LLC
(225)642-0060
(225)642-9454 fax
doug@chemcarriers.com

B-02
Confirmation Testing 204

INVOICE

#	CUSTOMER NAME	AMOUNT	
gb376R	Vertex Recovery	26,000.00	Need explanation if invoice not available
46389	RasGas Amantex 4-17-19	21,895.80	re bill
50500	Midstate Environmental Att oil	2,109.90	
52025	KMTX delivered 11/19	4,759.60	
164	unknown Greg	8,271.33	Need explanation if invoice not available

Need payment (if paid) and copy of invoice.

✓ CK # 716953 11/24/08

48,353.51

1/16/09

12/2 38575.25

12/17 4209.90

IT 1479 4/29

Invoice # 52821 Socotherm Labarge (shields) Amt 8,227.29

1:21 PM
07/23/09
Accrual Basis

CES Environmental Services, Inc. (2005)
General Journal Transaction
June 29, 2009

Num	Name	Memo	Account	Class	Debit	Credit
JT1...	Midstate Enviro...	Write off M...	129000 · Allowa...	REC	4,209.90	
	Midstate Enviro...	Inv 50500 ...	120000 · Accou...	REC		4,209.90
					4,209.90	4,209.90
					4,209.90	4,209.90
					4,209.90	4,209.90

TOTAL

6/29/09

Write off Midstate - did not agree on pricing
Inv 50500 + 50510 10/14/08



**CES Environmental
Services, Inc.**

4904 Griggs Road
Houston, TX 77021
Phone: (713) 676-1460
Fax: (713) 676-1676

Invoice

Date	Invoice #
10/14/2008	50500

Bill To: Midstate Environmental
Attn: Lloyd Cook
P O Box 261180
Corpus Christi, TX 78426

COPY

P.O. No.	Terms	Project
	Net 30	

Quantity	Description	Manifest #	Rate	Amount
7,052	10/1/08 Management of Non DOT recovered black oil @ \$1.45 per gallon	BOL 72940	1.45	10,225.40
12/2	pd. \$ 8109.80 ck # 24358			
	CES Job # 72940			

We appreciate your business!

Subtotal \$10,225.40

Late Payment Policy: Any unpaid balances beginning on the 30th day after the account is due will accrue a per annum interest rate of 7.5%, unless otherwise stated in a formalized contract.

Sales Tax (8.25%) \$0.00

Total \$10,225.40

EPAHO092001286

24358



Midstate Environmental Services
P.O. BOX 261180
CORPUS CHRISTI, TX 78426-1180
(361) 387-2171

CHARTER BANK NORTHWEST
P.O. BOX 10306
CORPUS CHRISTI, TEXAS 78410

88-2397-1149

11/26/2008

PAY
TO THE
ORDER OF

CES Environmental Services, Inc.

\$ **38,575.25

Thirty-Eight Thousand Five Hundred Seventy-Five and 25/100***** DOLLARS

CES Environmental Services, Inc.
4904 Griggs Rd.
Houston, TX 77021


AUTHORIZED SIGNATURE

MEMO

⑈024358⑈ (b) (6)

MIDSTATE ENVIRONMENTAL SERVICES, LP

24358

CES Environmental Services, Inc.			11/26/2008		
Date	Type	Reference	Original Amt.	Balance Due	Discount Payment
11/1/2008	Bill	50500	8,109.80	8,109.80	8,109.80
11/1/2008	Bill	50510	8,050.00	8,050.00	8,050.00
11/1/2008	Bill	50193	8,064.95	8,064.95	8,064.95
11/1/2008	Bill	50174	8,051.15	8,051.15	8,051.15
11/6/2008	Bill	51400	6,299.35	6,299.35	6,299.35
			Check Amount		38,575.25

*Charter Bank

38,575.25

24548

**Midstate Environmental Services**

P.O. BOX 261180
CORPUS CHRISTI, TX 78426-1180
(361) 387-2171

CHARTER BANK NORTHWEST

P.O. BOX 10306
CORPUS CHRISTI, TEXAS 78410

88-2397-1149

12/12/2008

PAY
TO THE
ORDER OF

CES Environmental Services, Inc.

\$ **4,209.90

Four Thousand Two Hundred Nine and 90/100*****

DOLLARS

CES Environmental Services, Inc.
4904 Griggs Rd.
Houston, TX 77021

MEMO

1/2 of Short Pay 10/08

Joe Heduit
AUTHORIZED SIGNATURE

⑈024548⑈

(b) (6)

MIDSTATE ENVIRONMENTAL SERVICES, LP

24548

CES Environmental Services, Inc.

Date	Type	Reference	Original Amt.	Balance Due	12/12/2008 Discount	Payment
12/3/2008	Bill	52234	4,209.90	4,209.90		4,209.90
				Check Amount		4,209.90

*Charter Bank

1/2 of Short Pay 10/08

4,209.90

EPAHO092001288

Invoice History

7/23/2009 1:28 PM

Customer:Job Midstate Environmental

Invoice Date 10/14/2008

Invoice No. 50500

Invoice Total 10,225.40

Memo Sale of Recovered Black Oil 10/1/08

Payments, deposits of payment line items, credits, and discounts

Type	Date	Number	Amount	Invoice Balance
Payment	12/02/2008	24358	-8,109.80	2,115.60
Payment	12/17/2008		-5.70	2,109.90
Gen. Journal	06/29/2009	JT1479	-2,109.90	0.00

**KMCO, L.P.
DISBURSEMENT ACCOUNT**

16503 RAMSEY RD.
CROSBY, TX 77532
(281) 328-3501

FROST NATIONAL BANK
P.O. BOX 1315
HOUSTON, TEXAS 77251
30-9/1140
17

716953

01/09/2009

PAY TO THE
ORDER OF

Ces Environmental Services, Inc

\$ **49,353.31

FORTY-NINE THOUSAND THREE HUNDRED FIFTY-THREE AND 31/100 DOLLARS

DOLLARS

Ces Environmental Services, Inc
4904 Griggs Road
Houston, TX 77021-



AUTHORIZED SIGNATURE

MEMO

⑈ 7 1 6 9 5 3 ⑈

(b) (6)

KMCO, L.P. DISBURSEMENT ACCOUNT

Ces Environmental Services, Inc

\$49,353.31

01/09/2009

716953

Invoice Date	Type	Invoice Number	Description	Invoice Amount	Payment Amount
11/26/2008	IN	52026	INVOICE	6,356.71	6,356.71
11/26/2008	IN	52025	INVOICE	4,759.60	4,759.60
11/26/2008	IN	52024	INVOICE	4,133.39	4,133.39
11/26/2008	IN	52027	INVOICE	4,200.44	4,200.44
12/04/2008	IN	52257	INVOICE	4,968.30	4,968.30
12/04/2008	IN	52255	INVOICE	4,317.97	4,317.97
12/04/2008	IN	52258	INVOICE	5,127.04	5,127.04
12/08/2008	IN	52332	INVOICE	675.49	675.49
12/12/2008	IN	52474	INVOICE	2,715.19	2,715.19
12/12/2008	IN	52478	INVOICE	4,174.11	4,174.11

EPAHO092001290



**CES Environmental
Services, Inc.**

4904 Griggs Road
Houston, TX 77021
Phone: (713) 676-1460
Fax: (713) 676-1676

Invoice

Date	Invoice #
11/26/2008	52025

PAID

Bill To: KMTEX
PO Box 1421
Port Arthur, TX 77641

		P.O. No.	Terms	Project	
			Net 30		
Quantity	Description	Manifest #	Rate	Amount	
	11/19/08				
7	Transportation services by CES @ \$200.00 per load		200.00	1,400.00	
	27% Fuel Surcharge		378.00	378.00	
	Disposal of waste flammable liquids (containing methanol) @ \$0.0850 per gallon				
3,901	1st load	4014785JJK	0.085	331.59	
4,598	2nd load	4014808JJK	0.085	390.83	
5,362	3rd load	4014810JJK	0.085	455.77	
5,252	4th load	4014811JJK	0.085	446.42	
5,542	5th load	4014812JJK	0.085	471.07	
4,749	6th load	4014813JJK	0.085	403.67	
5,119	7th load	4018409JJK	0.085	435.12	
	1% Compliance Fee		47.13	47.13	
	CES job #76196,76193,76194,75753,76195,75754,75751				
We appreciate your business!			Subtotal	\$4,759.60	
Late Payment Policy: Any unpaid balances beginning on the 30th day after the account is due will accrue a per annum interest rate of 7.5%, unless otherwise stated in a formalized contract.			Sales Tax (8.25%)	\$0.00	
			Total	\$4,759.60	

EPAHO092001291



4904 Griggs Road
Houston, TX 77021
Phone: (713) 676-1460
Fax: (713) 676-1676

Invoice

Date	Invoice #
12/24/2008	52821

PAID

Bill To: Socotherm Labarge, Inc.
Attn.: Account Payable
817 Shields
Channelview, TX 77530

		P.O. No.	Terms	Project	
			Net 30		
Quantity	Description	Manifest #	Rate	Amount	
	12/15/08				
1	Transportation services by CES @ \$275.00 per load		275.00	275.00	
	18% Fuel Surcharge		49.50	49.50	
5,168	Disposal of Non RCRA / Non DOT regulated wastewater @ \$0.10 per gallon	4249384JJJ	0.10	516.80	
2	Transportation services by CES (tanks empty no load) @ \$69.00 per hour	77538	69.00	138.00	
	18% Fuel Surcharge		24.84	24.84	
	12/17/08				
3	Transportation services by CES @ \$275.00 per load		275.00	825.00	
	18% Fuel Surcharge		148.50	148.50	
	Disposal of Non RCRA / Non DOT regulated wastewater @ \$0.10 per gallon				
3,185	1st load	4253543JJJ	0.10	318.50	
4,906	2nd load	4253544JJJ	0.10	490.60	
4,739	3rd load	4253558JJJ	0.10	473.90	
	12/18/08				
We appreciate your business!		Subtotal			
Late Payment Policy: Any unpaid balances beginning on the 30th day after the account is due will accrue a per annum interest rate of 7.5%, unless otherwise stated in a formalized contract.		Sales Tax (6.25%)			
		Total			



4904 Griggs Road
Houston, TX 77021
Phone: (713) 676-1460
Fax: (713) 676-1676

Invoice

Date	Invoice #
12/24/2008	52821

PAID

Bill To: Socotherm Labarge, Inc.
Attn.: Account Payable
817 Shields
Channelview, TX 77530

P.O. No.	Terms	Project
	Net 30	

Quantity	Description	Manifest #	Rate	Amount
2	Transportation services by CES @ \$275.00 per load		275.00	550.00
	18% Fuel Surcharge		99.00	99.00
	Disposal of Non RCRA / Non DOT regulated wastewater @ \$0.10 per gallon			
5,000	1st load	4253563JJK	0.10	500.00
3,405	2nd load	4253560JJK	0.10	340.50
	12/19/08			
1	Transportation services by CES @ \$275.00 per load		275.00	275.00
	18% Fuel Surcharge		49.50	49.50
4,549	Disposal of Non RCRA / Non DOT regulated wastewater @ \$0.10 per gallon	4253603JJK	0.10	454.90
	12/20/08			
2	Transportation services by CES @ \$275.00 per load		275.00	550.00
	18% Fuel Surcharge		99.00	99.00
	Disposal of Non RCRA / Non DOT regulated wastewater @ \$0.10 per gallon			
4,710	1st load	4253627JJK	0.10	471.00
4,918	2nd load	4253628JJK	0.10	491.80

We appreciate your business!

Subtotal

Sales Tax (6.25%)

Total

Late Payment Policy: Any unpaid balances beginning on the 30th day after the account is due will accrue a per annum interest rate of 7.5%, unless otherwise stated in a formalized contract.



4904 Griggs Road
Houston, TX 77021
Phone: (713) 676-1460
Fax: (713) 676-1676

Invoice

Date	Invoice #
12/24/2008	52821

PAID

Bill To: Socotherm Labarge, Inc.
Attn.: Account Payable
817 Shields
Channelview, TX 77530

P.O. No.	Terms	Project
	Net 30	

Quantity	Description	Manifest #	Rate	Amount
1	12/21/08 Transportation services by CES @ \$275.00 per load		275.00	275.00
	18% Fuel Surcharge		49.50	49.50
5,650	Disposal of Non RCRA / Non DOT regulated wastewater @ \$0.10 per gallon	4253678JJK	0.10	565.00
	2.5% Energy Surcharge		115.58	115.58
	1% Compliance Fee		81.47	81.47
	CES job #77539,77538,78190,78189,78232,78200,78202,78215,78217,78218,78417			

We appreciate your business!

Subtotal \$8,227.89

Sales Tax (6.25%) \$0.00

Total \$8,227.89

Late Payment Policy: Any unpaid balances beginning on the 30th day after the account is due will accrue a per annum interest rate of 7.5%, unless otherwise stated in a formalized contract.

Invoice History

7/23/2009 2:26 PM

Customer:Job Socotherm Labarge (Shields)
Invoice Date 12/24/2008
Invoice No. 52821 **Invoice Total** 8,227.89
Memo wastewater 12/15-12/21/08

Payments, deposits of payment line items, credits, and discounts

Type	Date	Number	Amount	Invoice Balance
Payment	01/14/2009	11830	-8,227.89	0.00

THIS FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

CHECK NO. 011830

Socotherm LaBarge, LLC
Serving the Energy Transportation Industry

817 Shields Street
Channelview, TX 77530
713-378-7200

Reliance Bank
Frontenac, MO 63131
80-1888-810

DATE	AMOUNT
1/9/2009	*****13,991.02

VOID AFTER 180 DAYS

PAY EXACTLY *** Thirteen Thousand Nine Hundred Ninety One and 2/100 US Dollars

PAY TO THE ORDER OF

CES Environmental Services
4904 Griggs Road
Houston, TX 77021

Socotherm LaBarge, LLC
GENERAL ACCOUNT

[Signature]
[Signature]
AUTHORIZED SIGNATURES

⑈011830⑈ ⑆081018888⑆ 50021724⑈

Socotherm LaBarge, LLC
Transportation Industry

817 Shields Street, Channelview, TX 77530

713-378-7200

DATE	INVOICE NUMBER / DESCRIPTION	GROSS AMOUNT	CASH DISCOUNT	NET AMOUNT
12/1/2008	52074	5,413.88	0.00	5,413.88
12/2/2008	52132	349.25	0.00	349.25
12/24/2008	52821	8,227.89	0.00	8,227.89
	Total			13,991.02

CHECK 011830

NET AMOUNT

EPAHO092001296



**CES Environmental
Services, Inc.**

4904 Griggs Road
Houston, TX 77021
Phone: (713) 676-1460
Fax: (713) 676-1676

Invoice

Date	Invoice #
6/16/2008	46389

Bill To: RasGas Company Limited
P O Box 24200
Doha
State of Qatar

		P.O. No.	Terms	Project	
			Due on receipt		
Quantity	Description	Manifest #	Rate	Amount	
	Contract No. CT/RG08/L072/08				
	Re-bill Demurrage charge from Aurora Tankers at the port of Ras Laffan (invoice enclosed)		21,895.80	21,895.80	
We appreciate your business!		Subtotal		\$21,895.80	
Late Payment Policy: Any unpaid balances beginning on the 30th day after the account is due will accrue a per annum interest rate of 7.5%, unless otherwise stated in a formalized contract.		Sales Tax (8.25%)		\$0.00	
		Total		\$21,895.80	

EPAHO092001297

Invoice

FA
Selection

EPAHQ092001200



MAY 08 2007

CITY OF HOUSTON

Public Works and Engineering
Department

Bill White

Mayor

Michael S. Marcotte, P.E., DEE
Director
Public Works & Engineering
Department
P.O. Box 131927
Houston, Texas 77219-1927
www.houstontx.gov

May 4, 2007

Mr. Matt Bowman
CES Environmental Service, Incorporation
4904 Griggs Road
Houston, Texas 77021

Wastewater Capacity Reservation File No. 0003533-014

Dear Mr. Bowman:

Reference is made to your application received on April 19, 2007 concerning the availability of City wastewater facilities to 6.294 acres of land out of the Washington County Railroad Company Survey, Abstract 1020, located at 4904 Griggs Road.

This site is located on Utility Record Map 5454-B/5455-D (01604-B) and would be served by the Sims Bayou System upstream from the Conley Pumping Station. Wastewater capacity is currently available for your request utilizing a maximum of 253.9683 service units per day of additional wastewater capacity.

An Impact Fee in the amount of \$280,863.49 and a \$5.00 Administrative Fee must be paid in order to reserve wastewater capacity on a permanent basis. The Impact Fee may be paid by mail or at 3300 Main, First Floor. Please note that a copy of the Impact Fee receipt and a copy of this letter must be submitted with your construction plans when applying for a building permit. Construction plans must be approved by the Code Enforcement Branch of the Planning and Development Services Division before a building permit can be issued.

Our records indicate that the existing 8-inch sanitary sewer in Griggs Road is inadequate to serve your request for additional wastewater capacity. However, it may be possible to obtain service through the use of a private pump station and private force main with connection to the existing 54-inch sanitary sewer located at the intersection of Old Spanish Trail and Calhoun. In order to construct a private force main in the public right-of-way, you must obtain all necessary permits and approvals. Please contact Mr. Ernest Davis in the Finance and Administration Department at (713) 837-9617 for annual fees and permit information.

Council Members: Toni Lawrence Jarvis Johnson Anne Clutterbuck Ada Edwards Addie Wiseman M.J. Khan, P.E. Pam Holm Adrian Garcia
Carol Alvarado Peter Brown Sue Lovell Ronald C. Green Michael Berry Controller: Annise D. Parker

EPAHO092001299

Mr. Matt Bowman
CES Environmental Service, Incorporation
May 4, 2007
Page 2

Should your licensed engineer determine an alternate system and/or point of connection can adequately handle the proposed request, a written proposal with all supporting data and calculations must be provided to this office for review and approval.

Pursuant to the construction of a new line to serve your existing site and additional wastewater capacity, temporary capacity may be granted only if ALL of the following conditions are met:

1. The existing connection to the existing 8-inch sanitary sewer in Griggs Road will provide service to the site on a temporary basis.
2. Only 80,000 gallons per day (gpd) of additional capacity will be granted to the site.
3. All discharges from the site will be during dry-weather conditions and non peak-flow periods and may not exceed 98,692 gallons per day.
4. Monitoring devices will be installed in two (2) downstream manholes with sensors at the crown of the pipe in each manhole (manhole locations to be determined by the City) to monitor flow levels. Such devices will automatically reduce or cease discharges from your site if surcharging in the line occurs.
5. CES Environmental will be wholly liable and responsible for any surcharging or overflows which occur as a result of its operations.
6. Engineering design plans for the proposed sanitary sewer must be completed within 90 days of the date of this letter.
7. Construction of the new line must be completed and approved by the City of Houston within 60 days of engineering design plans being approved by the City Engineer's Office.

Failure to comply with any of the preceding conditions will result in the site being disconnected from the City sanitary sewer system.

Please note, if the sanitary sewer line to which connection will be made is deeper than twenty feet (20'), or is larger than thirty-six inches (36") in pipe diameter, then the connection must be made to the nearest existing manhole of the sanitary sewer line. Please contact Mr. Simon Tung in the City Engineer's Office at (713) 837-7025 prior to engineering the plans for connections.

For discharge into the sanitary sewer system of any waste other than domestic waste, please contact the Industrial Wastewater Service at (281) 575-2800 for permitting requirements.

Mr. Matt Bowman
CES Environmental Service, Incorporation
Mr. Matt Bowman
May 4, 2007
Page 3

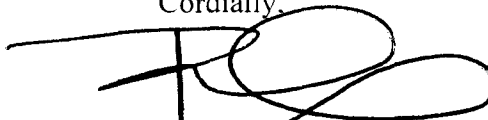
The granting of wastewater capacity for this project is in no manner meant to imply or infer that the proposed development is in compliance with any local, state or federal requirements, subdivision restrictive covenants or deed restrictions that may be in force on the subject property. Please refer to City Ordinance No. 85-1180 (amending Section 10-3 of the Code of Ordinances) with regards to the rules and regulations concerning this matter.

For any written inquiries regarding the above information please contact:

The Utility Analysis Section
P.O. Box 131927
Houston, Texas 77219-1927

Questions or comments concerning this letter can be faxed to (713) 837-0149. Please forward a copy of this letter, or make reference to the Wastewater Capacity Reservation File Number located at the top of the first page of this letter. You may also email questions to wertechs@cityofhouston.net. For direct inquiries, please contact Ms. Christine Robinson at (713) 837-0136, or contact me at (713) 837-0137.

Cordially,



Rudy Moreno, Jr., E.I.T.
Division Manager
Utility Analysis Section

For: Michael S. Marcotte, P.E., DEE
Director
Department of Public Works and Engineering

MSM:RM;jh D
W2007041917

*This information is based on the City of Houston Geographic Information Management System maps. These maps are prepared utilizing the best information available to the City and the City cannot warrant their accuracy or completeness. The exact size and location of all utility lines should be field verified.

EPAHO092001301



CITY OF HOUSTON
Department of Public Works and Engineering
WASTEWATER IMPACT FEE
RECEIPT

Check No. 29916

Name: CES Environmental Service, Incorporation
Mailing Address: 4904 Griggs Road
City/State: Houston, Texas Zip Code: 77021
Service Address: 4904 Griggs Road
Reservation File No: 5454-B/5455-D (1604-B)-0003533-014
Permit Project No:

Number of Service Units Committed: 253.9683
Number of Service Units Credited:

Impact Fee Due: \$280,863.49
Administrative Fee: \$ 5.00
Total Fee Paid: \$280,868.49 **
Fund No. 744: 20910 - 7951

Per the attached interoffice memo, the above fees should be interdepartmentally billed to the following:

Fund # Dept. #
Org. # Obj./Acct. #

Processed By: *Christina K. Robinson*
Date: 5/11/07

**** Please note: This fee is not refundable except under extremely limited circumstances as outlined in Section 47-324, (Relief procedures.) of the City of Houston Code of Ordinances, which states, "The city council may grant a variance from any requirement of this ordinance, upon written request by a property owner subject to the ordinance, following a public hearing, and only upon finding that a strict application of such requirement would, when regarded as a whole, result in confiscation of the property."**

MI- N^o 007613

White: Utility Analysis
Canary: Permit Files
Pink: Accounting
Goldenrod: Customer

Revised 6-2-94

EPAHO092001302

CES ENVIRONMENTAL SERVICES, INC.

4904 GRIGGS ROAD
HOUSTON, TEXAS 77021
(713) 676-1460

BANK OF AMERICA, NA
35-2/1130

29916

5/4/07

PAY TO THE
ORDER OF

City of Houston

\$280,868.49

Two hundred eighty thousand eight hundred sixty eight and 49/100 DOLLARS

Tratt Brown

0029916

(b) (6)

CES ENVIRONMENTAL SERVICES, INC.

29916

Ask Greg where to code

POSTED
5-13-07

Rac Aer
Part

130008 /
Rac Has

29916

CES ENVIRONMENTAL SERVICES, INC.

Check # 36060



CITY OF HOUSTON
Department of Public Works and Engineering
Wastewater Capacity Reservation
Application Receipt
or
Restricted Reservation Name Transfer Application

RECEIVED

MAR 27 2008

BY: _____

A. Processing of Wastewater Capacity Reservation

- | | |
|--|----------|
| 1. First acre, or portion of an acre, included in the proposed development | \$50.00 |
| 2. _____ additional acre(s) @ \$25.00 per acre or portion of an acre; \$450.00 maximum | _____ |
| 3. Administrative Fee | \$5.00 |
| 4. Sub-Total - Part A: NOT TO EXCEED \$505.00 | \$550.00 |

B. Processing of Name Change on Restricted Reservations

- | | | |
|---|---------|----------|
| 1. Restricted Reservation Name Transfer Fee | \$10.00 | _____ |
| 2. Administrative Fee | \$ 5.00 | _____ |
| 3. Sub-Total - Part B | | _____ |
| Total Paid: Part A and Part B | | \$550.00 |

Fee Simple Title
Owner's Name:

Mailing Address:

Processed By:

Date:

Application Log No.:

Legal Description
or Site Address:

CES Environmental Service, Inc
4904 Griggs Road, Houston, TX 77021
Cellu
3/01/08
2008031102
4904 Griggs.

White: Customer
Canary: Utility Analysis
Pink: Accounting
Goldenrod: Permit File

A-33048



CITY OF HOUSTON

Public Works and Engineering Department
Post Office Box 131927 Houston, Texas 77219-1927
Fax Number (713) 837-0149

An Important Note To Our Customers:

You have been issued a Wastewater Capacity Reservation Application Fee receipt. **The Log Number for that application is 2008031102** Please refer to this number in any future correspondence and/or telephone calls concerning this property or project.

Due to the large volume of applications currently being received, (12) twelve days are required to process your WCR application. If you have not received your response within (12) twelve days, please contact the persons listed below to check on the status of the application:

	Maribel Regalado	(713) 837-0717
	Francine Starnes	(713) 837-0398
Storm Letter	Zia Mohammadi	(713) 837-7383

Remember to have your Log Number when calling. One of these individuals will take your name and number and will call you back within two (2) hours to personally let you know of the status of your file. You may fax inquiries concerning your application to (713) 837-0149. Faxing a request may, in fact, generate a faster response as the individuals listed above must answer many calls in addition to their other duties.

The Wastewater Capacity Reservation process is required by City Ordinances and we receive thousands of applications every year. It is our goal to make the process as easy as possible. We appreciate your patience.

In reference to your Storm Letter, please contact Zia Mohammadi at (713) 837-7383. Remember to have your Log Number available when calling.



CITY OF HOUSTON

Department of Public Works and Engineering Project Completion checklist

This checklist must be completed prior to substantial completion.

	Description	Complete
1.	Sanitary Forced main 4904 Griggs Project No. _____ for (circle all that apply): Water Wastewater	
	Wastewater: Permit No. 0705692	
2.	Did Sanitary Sewer line pass pressure test and is documentation attached?	yes
3.	Did Sanitary Sewer line pass mandral test and is documentation?	NA
4.	Did Sanitary Sewer line pass video test and is documentation?	NA
	Storm Sewer: Permit No.	
5.	Did Storm Sewer line pass video test and is documentation?	
6.	Are Storm Sewer & Appurtenances installed as per COH standards?	
7.	Is the Storm Sewer system clean and unobstructed?	
8.	Is the Storm Sewer in the right place and does it drain?	
9.	Is detention pond clean per COH standards?	
10.	Is sod in place per TPDES requirements?	
	Water: Permit No.	
11.	Are all water line valves and valve boxes verified and fire hydrants okay (e.g. color coded, height, ect.)?	
12.	Did water line pass chlorine and pressure test and is documentation attached?	
13.	Have Chlorine taps and blow offs been removed correctly?	
	Paving: Permit No.	
14.	Did subgrade and pavement pass all laboratory testing as per COH standards and is documentation attached?	
15.	Are all pavement joints sealed properly?	
16.	Is pavement the proper depth and is documentation attached?	
17.	Are pavement lanes marked properly?	
18.	Are signs installed per COH standards?	
19.	Are sidewalk and handicapped ramps per COH standards and did they pass Inspection by TDLR? Documentation.	
20.	Does Storm water drain properly to inlets per COH standards with no ponding?	
21.	Are all streets clean?	
	General:	
22.	Are all original testing laboratory reports attached and do they meet COH standards? Were failures addressed properly and is documentation attached?	NA
23.	Has Preliminary Punch List been completed? Copy attached?	NA
24.	Are red lines Drawing attached and have they been properly maintained?	NA
25.	Street Cut & Excavation Permit Approved by COH Inspector.	yes

Completed by (Signature) Eggar Quiroga

Date 4-29-8

Printed Name Eggar Quiroga
Docstest.Doc(November 15,2004)

Document 00645

CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT: 4904 Gaiggo Rd.

CONTRACT No.: _____ PROJECT No.: 0705692

TO: Flocon Services Ltd. Co.
Contractor and 301 Magnolia Hwy
Address for Written Notice Houston, Texas 77530

1.01 DATE OF SUBSTANTIAL COMPLETION

The Work performed under the Contract was inspected on 4-29-8, and found to be substantially complete. The Date of Substantial Completion of the Work is hereby established as 4-29-8.

1.02 PUNCH LIST

A list of items to be completed or corrected, prepared by Contractor and verified by Project Manager, (the "Punch List") is attached hereto. Failure to include any items on such list does not alter the responsibility of Contractor to complete the Work in accordance with the Contract. Contractor shall complete or correct the Work on the Punch List attached hereto within 0 days from the above Date of Substantial Completion.

1.03 OCCUPANCY BY THE CITY

Department of Public Works & Engineering will assume full possession on 4-29-8.

1.04 CONSENT OF SURETY

Contractor shall obtain consent of Surety for approval of reduction in retainage.

1.05 WARRANTY PERIOD

Warranties required by the Contract will commence on the above Date of Substantial Completion.

1.06 TRANSITION OF RESPONSIBILITIES

The City and Contractor agree that security, maintenance, heating, ventilating, air conditioning, utilities, damage to the Work, and insurance, during the period prior to Final Completion, transfer to the City unless otherwise stated in the attached Transition of Responsibilities document.

1.07 CONTRACTOR'S ACKNOWLEDGEMENT

Signature of Contractor, or its agent, acknowledges attached Punch List, referenced in Paragraph 1.02, and Transition of Responsibilities, referenced in Paragraph 1.06.

Flocon Service
Contractor

Egor Apur
Signature

4-29-8
Date

RALPH W. HALEY JR
Developer's Project Manager
Inspector, City of Houston

Ralph Willie Haley Jr
Signature

4-29-8
Date

Mark L. Loethen, P.E.
City Engineer

[Signature]
Signature

4/30/8
Date

END OF DOCUMENT

CITY OF HOUSTON

RECEIPT

1251165

*City Secy*

Department

Houston, Texas,

1-25-08

Received of

Karl Gundry\$ *10.20**Jan 20 / 08*

Dollars

To Cover

CONTROLLER'S COPY

By

A Russell

CITY OF HOUSTON

Number

45

Employee's Signature

Employee or Badge Number

#12-97

MAYOR'S OFFICE

HOUSTON, TEXAS

January 19, 1972

Honorable City Council of the City of Houston
City Hall

Gentlemen:

In accordance with the provisions of the Charter of the City of Houston, I submit to you the following ordinance with the request that it be passed finally on the date of its introduction. There exists a public emergency requiring such action and I accordingly request that you pass the same if it meets with your approval.

Mayor Welch, Councilmen McKaskle,
Robinson, McConn, Ford, Gottlieb & Goyen
voting aye - Nays none
Councilmen Mancuso & Mann absent
CAPTION

Yours very truly,


Mayor of the City of Houston.

ADOPTED

AN ORDINANCE REGULATING THE USE, OCCUPANCY, AND MAINTENANCE OF THE SUBSURFACE OF THE PUBLIC STREETS OR RIGHT-OF-WAY WITHIN THE CITY LIMITS OF THE CITY OF HOUSTON, TEXAS, BY AN ABUTTING PROPERTY OWNER OR HIS LESSEE OR ANY OTHER PERSON, AND REQUIRING AN INSPECTION PERMIT AND THE PAYMENT OF AN INSPECTION FEE; THE CONDITIONS UNDER WHICH AN INSPECTION PERMIT MAY BE ISSUED, AS WELL AS FOR THE FORFEITURE THEREOF; REQUIRING THAT THE PERMITTEE INDEMNIFY THE CITY; PROVIDING THAT ALL RELOCATION, INTERFERENCE OR CHANGE IN ANY PIPES, CONDUITS OR UTILITY LINES SHALL BE MADE AT THE COST, RISK AND EXPENSE OF THE PERMITTEE; CONTAINING PROVISIONS RELATING TO THE LOSS OF LATERAL SUPPORT, IF ANY; PROHIBITING OBSTRUCTION OF STREETS AND SIDEWALKS AND OTHER PROVISIONS RELATING THERETO AS AN OBLIGATION OF THE PERMITTEE; REQUIRING COMPLIANCE WITH THE CITY'S BUILDING CODE AND THE REPAIRING OF THE EXISTING STRUCTURES; PROVIDING THAT NOTHING HEREIN SHALL BE CONSTRUED AS AN ASSERTION BY THE CITY OF ANY PROPERTY RIGHTS IN DEROGATION OF AN ABUTTING LAND OWNER'S FEE SIMPLE TITLE AND RIGHTS INCIDENT THERETO IN THOSE CASES WHERE THE CITY DOES NOT OWN THE FEE SIMPLE TITLE; CONTAINING A SAVINGS CLAUSE, A SEVERABILITY CLAUSE, AND A REPEALING CLAUSE; PROVIDING A PENALTY, AND DECLARING AN EMERGENCY.

* * * * *

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HOUSTON:

Section 1: The City Council of the City of Houston
hereby finds and determines:

(1) That the safety, health and welfare of the members of

the general public will best be served by requiring periodic inspection, as provided in this ordinance, of all structures, facilities, utility lines and encroachments located within the public streets or right-of-way, including, but not limited to, basements, vaults, tunnels and pipe lines; and

(2) That there are numerous structures, facilities, basements and pipelines which were heretofore constructed, built or placed within the public streets without permission or knowledge on the part of the City of Houston, and the owners thereof should be required to pay a reasonable inspection fee to defray the City's expense of inspecting the aforesaid structures and facilities for the purpose of assuring protection of the public safety by lawful compliance with applicable provisions of the Building Code of the City of Houston, as well as to regulate the use of the public streets; therefore

(3) An inspection fee of one-third of one cent per cubic foot, with a minimum of Ten Dollars for each inspection permit, based upon the number of cubic feet used or occupied by any of the aforesaid structures or facilities located within the City's public streets shall be paid annually by the permittee as provided by this ordinance, and that such fee is commensurate with and is not in excess of the City's expense involved in supervising, inspecting and regulating the use and maintenance of the aforesaid structures or facilities located within said streets, as well as the City's cost pertaining to the regulation of such public streets because of the abutting owner's occupancy, use, and maintenance of encroachments within the public right-of-way. Subsequent to the issuance of an inspection permit, should the cost to the City of such inspection decrease, the inspection fee shall be reduced correspondingly.

Section 2: DEFINITIONS: The following definitions of words and terms shall apply as used in this ordinance:

- (a) "PERSON" shall mean and refer to any natural person or association of natural persons, trustee, receiver, partnership, corporation, owner, tenant, lessee, organization, or the manager, agent, servant, or employee of any of them. When the word "person" is used herein, it shall also mean and include the following: The masculine gender shall include the feminine and neuter; the singular and plural number shall each include the other, unless otherwise expressly provided.
- (b) "PERMITTEE" shall mean any person who submits or files an original or renewal application with the Director of the Department of Public Works of the City of Houston, or with an employee of such department, for an inspection permit; and shall mean any person who is the holder of an inspection permit provided for in this ordinance or any agent, servant or employee of such person.

Section 3:

- (a) Any person who owns or leases land which abuts a public street or right-of-way and which abutting land has been improved with any structure, including basements, tunnels, vaults, or facilities, all or a part of which is within the subsurface of the City's right-of-way, shall obtain an inspection permit with regard to the occupancy or maintenance of the aforesaid structures or facilities within any part of the said subsurface of a public street.
- (b) Any person as defined in Section 2 hereof who owns or leases land which abuts a public street or right-of-

way and who desires to use or occupy any portion of the subsurface of a street by constructing any improvement, structure, basement, or vault within such subsurface area shall obtain an inspection permit therefor.

- (c) Any such persons referred to in subsections (a) and (b) above, shall make a written application on a form to be provided by the Director of the Department of Public Works of the City of Houston and thereby make a request for an inspection permit with regard to the occupancy or maintenance of the portion of the subsurface area of the right-of-way which abuts the applicant's property. The application shall contain, in addition to other information, the following:

- (1) A map or plat showing the nature and extent of the intended use to be made of any portion of the subsurface of the right-of-way.
- (2) The metes and bounds description of the subsurface area.
- (3) The number of cubic feet contained in the area to be used.

- (d) After the approval of the application, the payment of an inspection permit fee, and the issuance of an inspection permit with regard to the occupancy and maintenance of any improvements, structures, basements, tunnels, vaults or facilities within the City's right-of-way, under the terms and provisions of this ordinance, the Department of Public Works or authorized representative thereof, shall from time to time make inspections of any such structure, improvements, facilities or occupied area. If such inspection reveals

that any part of the subsurface structure, improvements, facilities or occupied area within the City's right-of-way does not comply with applicable terms and provisions of the City's Building Code and is dangerous or hazardous for human occupancy, the owner or lessee of any such structure, improvements or occupied area, shall be notified and required to make such repairs as are necessary in order to comply with the applicable terms and provisions of the Building Code of the City of Houston. If any permittee fails and refuses to allow any authorized employees or representatives of the Department of Public Works to come upon or enter the premises of any such structures, improvements, facilities or occupied area for the purpose of making an inspection, he may be prosecuted under the terms of this ordinance, and the Director of the Department of Public Works may revoke the inspection permit for any such occupied area within the City's right-of-way, and such action shall be final, subject to the provisions of Section 6(i) of this Ordinance.

Section 4: An inspection permit granted by the City of Houston with regard to any part of the City's right-of-way shall be issued pursuant to the terms and provisions of this ordinance, which shall become a part of the inspection permit. The form of inspection permit issued by the Department of Public Works shall contain a legal description of the property which abuts the City's right-of-way as well as a legal description of the area of the right-of-way proposed to be used and occupied by the permittee; and said inspection permit shall contain an acknowledgment to be made by the applicant and upon acceptance of the inspection permit, it shall be acknowledged by the applicant and filed for record by the City in the Office of the County Clerk of Harris County, Texas.

Section 5: If any person, as defined in Section 2 hereof, or the owner of land abutting a public street or right-of-way reveals by his application for an inspection permit that any new, remodeling or renovating construction is desired to be made within any part of the City's right-of-way, the requested inspection permit will be issued upon compliance with the terms and provisions of this ordinance, and in addition, upon the following conditions:

- (a) The proposed use of the City's right-of-way by any person or the abutting land owner shall not interfere with the City's lawful use thereof; and no inspection permit will be granted without the approval of the Director of the Department of Public Works.
- (b) The proposed construction within the City's right-of-way shall be under the supervision of and in accordance with plans and specifications approved by the Director of the Department of Public Works, or his authorized representatives.
- (c) At all times during the construction and building of any structure within the City's right-of-way the street or highway shall be kept open for vehicular and pedestrian traffic in a reasonable manner, and no obstruction of the sidewalks shall be permitted in such a way as to prevent the use thereof by pedestrians; that all dirt and other material removed from the building and construction of any such structure within the City's right-of-way shall not be permitted or allowed to remain on the street or sidewalk, but said dirt and other materials shall be removed immediately at the sole cost, risk, liability and expense of permittee; that all excavations and obstructions of any kind where permitted during the period of permittee's

construction, shall be properly barricaded, and well illuminated during the night time, all subject to the approval of the Director of Public Works, or his authorized representative.

- (d) After the completion of the construction within the City's right-of-way, the permittee shall at his own cost and expense replace any sidewalks and surface of any streets, that were damaged or removed in the construction of any improvement and placed in a condition equally as good as they were immediately prior to the time of excavation or construction, and all of such sidewalks and streets shall be maintained in a good and useable condition for one year after said sidewalks or streets have been replaced, all subject to the approval of the Department of Public Works. All damage, if any, to said sidewalks and streets caused by the construction, use, maintenance and operation by permittee shall be repaired by and at the cost and expense of the permittee. In the event permittee fails or refuses to proceed with diligence with the performance of any work in connection with the replacement, rebuilding or resurfacing of streets and sidewalks within thirty days after receiving written notice from the Director of Public Works, the City may do such work or cause same to be done, all at the sole risk, cost, liability and expense of permittee.
- (e) Permittee, or his successors, assigns or representatives agree, obligate and bind himself or itself to indemnify and does hereby indemnify and hold and save forever harmless the City of Houston, Texas, from all liability, cost or damage on account of the construction within the City's right-of-way, or on account of using, occupying, preparing, maintaining and operating any such

improvements therein. Permittee also agrees to furnish the Director of the Department of Public Works written evidence that he has in full force and effect during all times of the building and construction within the City's right-of-way, public liability insurance in the amount of not less than Two Hundred Thousand (\$200,000) Dollars, and insurance for property damage in the sum of not less than One Hundred Thousand (\$100,000) Dollars, covering such buildings and construction.

Section 6: Upon the acceptance of any inspection permit with regard to the occupancy or maintenance of any part of a public street or right-of-way, including inspection permits for new construction, remodeling or renovating, within the City's right-of-way, the applicant and all persons in privity with him, expressly covenant and agree to comply with the terms and provisions of this ordinance and the following conditions:

- (a) The City of Houston shall have the right at any and all times upon 180 days written notice to the permittee, its representatives, successors or assigns, to take possession of and use all or any part of such City right-of-way in the event that such use be desired or needed by the City, as reasonably determined by the City Council, for street, sewer, transportation or any other public or municipal use or purpose, and in such event, the City shall have the right to cancel such inspection permit as to that portion of the property or part of the right-of-way so designated and required by the City.
- (b) The permittee shall have the right at any time upon 180 days written notice to the City of Houston, to relinquish the use and possession of all or any part

of the above described property or right-of-way as it may so determine and to cancel said inspection permit as to that part so relinquished. In the event that any part of the property or right-of-way which is included and covered by the inspection permit shall be relinquished or diminished, then the cubic footage remaining and continuing to be used by the inspection permittee and thus requiring inspection shall be determined, and the inspection fee shall be calculated on the basis of the new cubic footage.

- (c) Upon the lawful termination of an inspection permit issued hereunder, in whatsoever manner such termination may be made, permittee, assigns, successors and representatives, bind and obligate themselves to restore the City's right-of-way occupied under the provisions of the inspection permit to the original condition as it existed prior to any construction, or to fulfill any other reasonable conditions for the restoration of the right-of-way which may be acceptable to the City Council of the City of Houston, and should the permittee, assigns, successors, or representatives fail or refuse to do so within ninety days after such termination, then in that event the City may do or have done the work necessary for such purpose at the sole cost, risk, liability and expense of permittee, their assigns, successors and representatives.
- (d) Upon written consent of the City, acting by and through the Director of the Department of Public Works, the permittee may, at his sole cost, risk liability and expense, including public liability and property damage insurance in the amounts provided by one of the conditions set forth herein, remove, reroute, reconstruct, lower or raise any existing utility lines, public or private sewer lines,

water lines, including storm sewers, pipes or conduits presently located within the City's right-of-way, and that before changing or interfering with any such utility lines as described aforesaid, the permittee shall notify the respective utility company or companies and the City, owning or operating the aforesaid utility lines, concerning any and all changes, modifications, rerouting of or any interference whatsoever with the aforesaid utility lines, pipes or conduits. Any necessary changes, modifications, rerouting or interference with the aforesaid utility lines, pipes or conduits shall be done under the direction of the representatives of the respective utility companies or the City, as the case may be.

- (e) After the completion of any construction within the City's right-of-way under the terms of an inspection permit granted hereunder, should the City desire to lay or construct its utility lines, including sewer lines, water lines, or any other pipes, or conduits under, across, or along said streets within its right-of-way, any and all additional cost for the laying or construction of the aforesaid utility lines, including pipes and conduits, within said street right-of-way, which may occur by reason of the existence of said construction, shall be paid to the City of Houston by the said permittee, his assigns, successors and representatives.
- (f) Solely as between the City and the permittee, and not for the benefit of any other person, the permittee, by acceptance hereof, hereby waives any claim he, or any heirs, successors or assigns might have for damages for loss of lateral support to any of the improvements hereby contemplated which loss of lateral support might be occasioned by any improvements which the City, its assigns, grantees, licensees, or permittees might install or construct.

- (g) Permittee, or his successors, assigns, or representatives, by the acceptance of such inspection permit, agree, obligate and bind himself or itself to indemnify and does hereby indemnify and hold and save forever harmless solely the City of Houston, Texas, insofar as said City is concerned, from all liability, cost or damage on account of Permittee's use, occupancy and maintenance of any part of the City's right-of-way and the structures and improvements therein, including, but not by way of limitation, any basements, tunnels or vaults constructed within the subsurface of any public street or right-of-way. This indemnity shall continue in force and effect during the existence of any inspection permits issued under the provisions of this ordinance.
- (h) No transfer or assignment of any inspection permit granted under the terms and provisions of this ordinance shall be made without the approval of the City Council of the City of Houston, which approval shall not be unreasonably withheld.
- (i) The breach or violation of any one of the terms, provisions, or conditions set forth in this ordinance shall be sufficient to constitute grounds for the cancellation and forfeiture of the inspection permit granted under the authority of this ordinance. Any such cancellation and forfeiture may be exercised upon 20 days written notice by the City to the permittee, a representative or successor, unless, at the expiration of such time, any such violation or breach has ceased or the permittee is proceeding with all diligence and good faith to remedy any such violation or breach and thereafter continues without delay with such remedial work or correction until such violation or breach has been completely remedied, and, any person

violating any of the provisions of this ordinance may be prosecuted as provided herein.

Section 7: It is the intention of the City Council of the City of Houston by the enactment of this ordinance to lawfully regulate the subsurface use and occupancy of public streets and right-of-ways by persons as defined herein, abutting land owners, and their lessees, and to establish an inspection fee, in accordance with the City's general power of control and regulation of public streets and highways as provided by law; however, this ordinance shall not be construed as an assertion by the City of Houston of any property rights in derogation of the abutting land owner's fee simple title and rights incident thereto, in those cases where the City of Houston does not own the fee simple title.

Section 8: Any person, as defined in Section 2 of this ordinance, who violates any of the provisions of this ordinance shall be guilty of an offense and upon conviction thereof shall be fined not more than \$200.00. Each and every day that any such violation continues shall constitute a separate offense and shall be punishable as such.

Section 9: If any provision, section, subsection, sentence, clause or phrase of this ordinance, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void or invalid (or for any reason unenforceable), the validity of the remaining portions of this ordinance or their application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council of the City of Houston in adopting and of the Mayor in approving this ordinance, that no portion hereof or provisions or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality or invalidity of any other portion, provision, or regulation, and to this end all provisions of this ordinance are declared to be severable.

Section 10: Subject to the provisions of the Savings Clause set forth below, Ordinance No. 67-38, passed by the City Council on January 18, 1967, Ordinance No. 67-1068, passed June 7, 1967, and Ordinance No. 68-115, passed January 23, 1968, are hereby repealed, and all ordinances and parts of ordinances and provisions of the Code of Ordinances of the City of Houston in direct conflict with any of the provisions of this ordinance are, to the extent of such conflict only, hereby repealed.

Section 11: The repeal of Ordinance Nos. 67-38, 67-1068, and 68-115, by this ordinance shall not affect nor impair any act done or right, obligation or penalty existing or acquired under the authority of said Ordinance Nos. 67-38, 67-1068 and 68-115; and such ordinances shall be treated as still remaining in force for the purpose of sustaining any proper action concerning any such act, right, obligation or penalty, but the inspection fee established by this ordinance shall prevail.

Section 12: There exists a public emergency requiring that this ordinance be passed finally on the date of this introduction, and the Mayor having in writing declared the existence of such emergency and requested such passage, this ordinance shall be passed finally on the date of its introduction, this 19th day of January, 1972, and shall take effect immediately upon its passage and approval by the Mayor.

PASSED this 19th day of January, A. D. 1972.

APPROVED this 19th day of January, A. D. 1972.


MAYOR OF THE CITY OF HOUSTON

APPROVED:


Executive Assistant City Attorney

(Prepared by Legal Dept., RHB:bgt, 1/7/72)

City of Houston, Texas, Ordinance No. 2000-1115

AN ORDINANCE AMENDING CHAPTER 40 OF THE CODE OF ORDINANCES, HOUSTON, TEXAS, RELATING TO EXCAVATING IN THE PUBLIC WAY; CONTAINING FINDINGS AND OTHER PROVISIONS RELATING TO THE FOREGOING SUBJECT; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY.

* * * * *

WHEREAS, the City of Houston is a municipal corporation organized under the Constitution and the general and special laws of the State of Texas and exercises powers granted by the City's Charter and the provisions of Article XI, Section 5 of the Texas Constitution; and

WHEREAS, in the exercise of its lawful authority, the City may enact police power ordinances to promote and protect the health, safety, and welfare of the public; and

WHEREAS, the City Council finds that the City and other public and private entities, including but not limited to Harris County, the Texas Department of Transportation, and the Metropolitan Transit Authority of Harris County, Texas, are performing street reconstruction and resurfacing projects in the public way, and that the City and private owners are installing and maintaining or are proposing to install and maintain facilities in the public way; and

WHEREAS, the City Council finds that a need exists for an established procedure for coordinating and scheduling street work projects with the installation and maintenance of facilities in the public way; and

WHEREAS, the City Council finds that the methods used by the owners of facilities for the installation and maintenance of facilities in the public way are sometimes not in accordance with standard City specifications and therefore result in damage to the structural integrity of the public way and in interference with the public's use of the public way; and

WHEREAS, the City Council finds that it is in the public interest to provide for coordination among all parties making excavations by establishing or identifying a database setting forth business plans with the intent to facilitate the combination of work efforts wherever possible and to avoid excavations in recently constructed or reconstructed public ways wherever possible; and

WHEREAS, the City Council finds that, in order to promote the health, safety, and welfare of the public, it is desirable to adopt this Ordinance in order to:

1. Provide a means for controlling the excavation and restoration of the public way whereby the structural integrity of the public way is maintained in accordance with acceptable standards and specifications;
2. Provide for safe and orderly movement of vehicular traffic and pedestrians on the public way; and
3. Provide a means whereby the public is notified of excavations in the public way and of the responsible party; **NOW, THEREFORE,**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HOUSTON, TEXAS:

Section 1. That the findings contained in the preamble of this Ordinance are determined to be true and correct and are hereby adopted.

Section 2. That Article V of Chapter 40 of the Code of Ordinances, Houston, Texas, is hereby amended to read as follows:

"ARTICLE V. EXCAVATION IN PUBLIC WAY

DIVISION 1. GENERALLY

Sec. 40-121. Definitions.

As used in this article, the following terms shall have the meanings ascribed in this section, unless the context of their usage clearly indicates another meaning:

Applicant means any person who seeks a permit for an excavation.

Backfill means excavation fill material meeting city specified quality requirements or the placement thereof.

Construction standards means the *City of Houston Standard Specifications for Wastewater Collection Systems, Water Lines, Storm Drainage, and Street Paving* and the *City of*

Houston Standard Construction Details for Wastewater Collection Systems, Water Lines, Storm Drainage, and Street Paving as they may be amended from time to time by the department of public works and engineering and approved by the city engineer.

Emergency means an unforeseeable event or occurrence that endangers health, life, or property, or a situation in which public need for uninterrupted utility service requires immediate corrective action to restore services.

Excavation means an activity that cuts, penetrates, or bores under any portion of the public way that has been improved with a paved surface for street, sidewalk, surface drainage, or related public transportation infrastructure purposes. The term includes but is not limited to cutting, tunneling, jacking and boring, backfilling, restoring, and repairing the public way. The term does not include a transportation improvement; however, it does include excavations that are undertaken for the improvement or maintenance of publicly owned utility systems, such as water and wastewater lines and facilities. The term also does not include utility maintenance or other activities that are performed within already existing structures, vaults, conduits, or cable ways that are located underneath street improvements, provided that any access required for the work is obtained through manholes, or other previously constructed entrances that may be utilized without cutting or penetrating any pavement or other street improvement.

Facility means any structure, device, or other thing whatsoever that may be installed or maintained in, on, within, under, over, or above a public way by an excavation.

Inspection means the inspection of an excavation by any person approved by the city engineer to determine compliance with this article.

Owner means a person, including the city, who is the owner or will, following the completion of the installation, become

the owner of any facility that is installed or is proposed to be installed or maintained in the public way.

Permit means a current and valid authorization issued under division 2 of this article.

Permittee means a person who holds a permit; the singular term includes the plural if two or more persons jointly hold the permit, where applicable.

Public way means any public street right-of-way located in the city, including the entire area between the boundary lines of every way (including but not limited to roads, streets, alleys, highways, boulevards, bridges, tunnels, or similar thoroughfares), whether acquired by purchase, grant, or dedication and acceptance by the city or by the public that has been opened to the use of the public for purposes of vehicular travel.

Public way construction entity means the City of Houston, the Metropolitan Transit Authority of Harris County, Texas, the Texas Department of Transportation, Harris County, Harris County Flood Control District, or any other public entity performing or causing to be performed transportation improvement construction or construction-related activities in public ways.

Traffic-control device means a traffic sign, signal, or marking that is placed and maintained in accordance with state law and this Code.

Transportation improvement means work undertaken by or pursuant to contract for the state or a political subdivision of the state for the purpose of improving or maintaining public way transportation and related storm drainage and street lighting infrastructure.

Sec. 40-122. Prohibited activities.

(a) It shall be unlawful for any person to excavate or cause an excavation within the city unless the person is a permittee to whom a permit has been issued for the excavation pursuant to this article.

(b) It shall be unlawful for a permittee to excavate or cause an excavation within the city in violation of any term of a permit issued pursuant to this article.

(c) It shall be unlawful for any permittee to fail to exhibit a permit upon request as required by section 40-142 of this Code. In any prosecution under this article, it shall be presumed that there is no permit if the permit is not properly exhibited.

(d) It is an affirmative defense to prosecution under subsections (a) and (c) above that the excavation was begun in response to an emergency and that a permit was timely applied for in compliance with section 40-139 of this Code.

(e) It is an affirmative defense to prosecution under this section that the excavation is being performed by a public way construction entity or its contractor in connection with a transportation improvement and that the owner, with the consent of the public works construction entity, has retained the public works construction entity or its contractor to install the facility concurrently with the making of the transportation improvement.

Sec. 40-123. Provisions cumulative.

(a) The provisions of this article are cumulative of all other requirements of this Code and other laws, including, without limitation, building and fire codes, utility franchises, as well as all applicable state and federal laws and regulations. Compliance with this article does not excuse compliance with any other law, and permittees are additionally required to obtain any other permits, licenses, and authorizations required by law, including but not limited to utility franchises, permits, licenses, and authorizations that are required to be obtained from the city, the Texas Department of Licensing and Regulation, the Texas Public Utility Commission, and the Texas Underground Facility Notification Corporation or any other appropriate governmental agency. However, to the extent

that any provision set forth in this article may not be imposed upon any person because its imposition would be inconsistent with a controlling state or federal law, then this article shall be construed and applied in a manner that conforms with the applicable state or federal law.

(b) To the extent that any other city permit or authorization is required for work that is also governed by this article, the director of public works and engineering shall, to the extent practicable, devise consolidated application forms and issue the required permits or authorizations on a combined basis.

Sec. 40-124. Penalty.

Violation of this article is unlawful. Any person who violates any provision of this article shall be guilty of an offense and, upon conviction thereof, shall be punished as provided in section 1-6 of this Code. Each and every day that any violation continues shall constitute a separate offense and shall be punishable as such.

Sec. 40-125. No private rights in public way.

Nothing in this article shall be construed to give any person or permittee any property right in or to the use of the public way. All permits issued and held under this article shall be subject to the superior right of the public to control the use of the public way and ensure the safe and orderly movement of traffic.

Sec. 40-126. Appeals; hearing.

Any person whose permit is denied or who is otherwise aggrieved by a notice, action, or decision of the city engineer hereunder shall, upon written request, be entitled to a hearing to be conducted by a hearing officer designated by the director of public works and engineering, who shall promulgate rules for hearings. The decision of the hearing officer shall be final. Where time is of the essence, the aggrieved person may so advise and state the reason therefor in the request and, to the extent reasonably warranted and allowed by the circumstances, an expedited hearing of the issue shall be afforded.

Sec. 40-127. Public entities not exempt.

In addition to their application to other persons, the provisions of this article are applicable to excavations made by the city and its contractors, as well as to excavations made by or on behalf of other governmental entities and subdivisions, to the extent of the city's police power jurisdiction. In connection with excavations made by the city, the city engineer may waive compliance with insurance and other requirements that have no practical application as applied to the city.

Sec. 40-128. Rules and regulations.

(a) The director of public works and engineering is authorized to promulgate rules and regulations regarding any aspect of the operation of this article, including without limitation requirements for drawings and specifications, methods by which excavations will be performed, traffic control procedures, application processing and hearing procedures, debarment procedures, construction management procedures, and inspection procedures. The rules and regulations shall be consistent with applicable federal and state laws, city ordinances, and sound engineering practices and the City Council Committee on Transportation, Technology & Infrastructure shall conduct a public hearing on the proposed rules and regulations not less than 10 days following the publication of notice of intent in a newspaper of general circulation and the proposed rules and regulations shall be approved by a majority vote of the City Council Committee on Transportation, Technology & Infrastructure prior to implementation. The director of public works and engineering shall make copies of the rules and regulations available for inspection in the director's office, and copies may be purchased at the fees prescribed by law.

(b) Before adopting any rules and regulations under subsection (a) or any substantive amendments thereto, the director of public works and engineering shall publish a notice of intent one time in a newspaper of general circulation and shall afford a ten day period in which affected persons may obtain a copy of draft proposals and submit written comments thereon.

Secs. 40-129--40-135. Reserved.

DIVISION 2. PERMITS

Sec. 40-136. Application.

(a) A permit for any excavation shall be obtained by the owner of the facility. If the owner of a facility will not be making the excavation with its own personnel, then the contractor retained to perform the work shall join with the owner as an applicant in obtaining the permit. Where two or more related excavations are being performed as part of the same project, the application and permit may cover the related work, consistent with the regulations issued under section 40-128 of this Code.

(b) Applications for permits shall be submitted to the city engineer, shall be signed and sworn to before an officer authorized to administer oaths by each applicant and shall include the following:

- (1) The name, assumed name, or business name, business type (corporation, partnership, individual/sole proprietor or other) of each applicant;
- (2) Each applicant's mailing address (and street address if different), telephone number, facsimile number, and e-mail address;
- (3) The location, depth, length, and width of each excavation to be made in each block and/or intersection, which may alternatively be set forth on the provided drawings and specifications;
- (4) The purpose of the excavation, including a description of the facilities to be installed, maintained, and/or repaired;
- (5) The method of excavation;
- (6) The proposed excavation start date and duration;
- (7) A statement that each person executing the application is fully authorized to act on behalf of and bind his principal in executing and filing the application;
- (8) A statement that each applicant accepts and obligates itself to the following release and indemnification provisions:

'RELEASE

PERMITTEE AGREES TO AND SHALL RELEASE THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THE PERMIT, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED BY THE CITY'S ACTUAL OR ALLEGED JOINT OR CONCURRENT NEGLIGENCE AND/OR THE CITY'S STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY.

INDEMNIFICATION

PERMITTEE AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS PERMIT, INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY:

- (i) PERMITTEE'S AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', PRINCIPALS', OR SUBCONTRACTORS OF PERMITTEES' (COLLECTIVELY IN NUMBERED PARAGRAPHS (i)-(iii), "PERMITTEE") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;**
- (ii) THE CITY'S AND PERMITTEE'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER PERMITTEE IS IMMUNE FROM LIABILITY OR NOT; AND**

- (iii) THE CITY'S AND PERMITTEE'S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER PERMITTEE IS IMMUNE FROM LIABILITY OR NOT.**

PERMITTEE SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS DURING THE TERM OF THE PERMIT AND FOR FOUR YEARS AFTER THE PERMIT TERMINATES.

WHERE APPLICABLE, THE PROVISIONS OF SECTION 283.057 OF THE TEXAS LOCAL GOVERNMENT CODE SHALL CONTROL IN LIEU OF THE FOREGOING; ADDITIONALLY, TO THE EXTENT THAT THE APPLICANT HOLDS A CURRENT AND VALID UTILITY FRANCHISE FROM THE CITY, THE RELEASE AND INDEMNIFICATION PROVISIONS OF THE FRANCHISE SHALL CONTROL IN LIEU OF THE FOREGOING.'

- (9) The name of the owner of the facility;
- (10) The 24-hour telephone number at which each applicant's representative who will respond to emergencies may be contacted;
- (11) The name, mailing address, telephone number, facsimile number, and e-mail address of a person who is authorized to receive all notices authorized to be given by the city under this article to each applicant;
- (12) Confirmation that all materials necessary for construction will be on hand and ready for use so as not to delay the excavation;
- (13) A transmittal number issued by the Texas Underground Facility Notification Corporation evidencing that the applicant has complied with the Texas Underground Facility Damage Prevention and Safety Act or an assurance that the transmittal number will be provided to the city engineer before the excavation commences;

- (14) Evidence of insurance as required in section 40-147 of this Code;
- (15) Drawings and specifications, as provided in section 40-137 of this Code; and
- (16) The work warranty as required by section 40-140 of this Code.

(c) An application for a permit for an excavation performed pursuant to section 40-139 of this Code shall, in addition to the items required above, also include a written statement:

- (1) Explaining the basis for the emergency actions;
- (2) Describing the excavation being performed;
- (3) Describing any work remaining to be performed in the public way; and
- (4) Stating the time and date when the emergency occurred.

Sec. 40-137. Drawings to accompany application; exceptions.

(a) Each application shall be accompanied by drawings and specifications, which shall show:

- (1) The location of the excavation;
- (2) The method and manner in which the excavation will be performed; and
- (3) The methods by which vehicular and pedestrian traffic will be controlled during the prosecution of the excavation, including any proposed signage, use of flaggers, or use of peace officers to direct traffic.

The drawings and specifications shall be prepared in compliance with all applicable laws, rules, regulations, and construction standards. The director of public works and engineering may approve standard details for frequently encountered types of excavations, and the approved details may be incorporated into drawings and specifications, where applicable.

(b) Consistent with applicable laws, sound engineering practices, and the nature and extent of the excavation, the city engineer may require the drawings and specifications to be sealed by a professional engineer who is licensed in Texas.

(c) An emergency excavation may be commenced under section 40-139 of this Code without submission of drawings and specifications. Consistent with the nature of the emergency and the excavation required, the city engineer shall allow the applicant a reasonable period of time to produce any required drawings and specifications.

Sec. 40-138. Approval of application; issuance or denial of permit; hearing.

(a) The city engineer shall initially review each application to determine whether it is complete. The city engineer shall return an incomplete application with an explanation of the deficiencies. Consistent with the terms of this article, the city engineer shall approve, approve with conditions, or deny each complete application.

(b) If an application is denied, the city engineer shall notify the applicant of the grounds for denial and of the applicant's right to a hearing under section 40-126 of this Code.

(c) Upon approval of an application, the city engineer shall issue a permit. The permit shall include the following:

- (1) Identity of the excavation that is authorized.
- (2) Name, mailing address, telephone number, and e-mail address of permittee and owner.
- (3) Date of issuance.
- (4) Any special conditions applicable to the permit.
- (5) The number of days from date of entry on the public way to final completion to be allowed for the excavation, which shall be determined pursuant to the rules and regulations promulgated under section 40-128 of this Code, taking into consideration the nature and extent of the excavation and

the vehicular and pedestrian use of the public way. Where a permit covers two or more excavations, the number of days for final completion may, consistent with the nature of the work, be separately established for each portion of the work.

- (6) Any additional information deemed necessary for compliance with this article.
- (7) A statement that the permit is issued subject to the terms of this article, the rules and regulations promulgated under section 40-128 of this Code, the construction standards, the approved drawings and specifications, and all other applicable requirements.

Sec. 40-139. Applicability of article to emergencies.

Nothing contained in this article shall be construed to prevent any person from making an excavation that is necessitated by an emergency, provided that the owner shall: (1) before the excavation is initiated notify the city engineer by telephone at the 24-hour city response telephone number provided in the procedures established under section 40-128 of this Code and also notify any other city, state, or federal authority required under law to be notified; and (2) apply for a permit for the excavation within 24 hours after the initiation of the excavation or, if the city offices are then closed, within 24 hours after the offices of the city are first opened subsequent to the initiation of the excavation.

Sec. 40-140. Work warranty.

Each applicant shall execute and provide a work warranty in a form approved by the city attorney, which shall be incorporated into the application form. The purpose of the work warranty is to undertake and ensure that the permittee will:

- (1) Timely perform the excavation in accordance with the permit, the drawings and specifications, all applicable laws, rules, and regulations, and the construction standards adopted in or pursuant to this article, subject to remediation as provided in section 40-158 of this Code; and

- (2) Warrant the excavation following its completion for two years, subject to remediation as provided in section 40-159 of this Code.

Sec. 40-141. Permit not transferable; void if excavation not timely commenced.

(a) A permit issued under this division is personal to the permittee and may not be transferred to another person or used by any other person to perform the excavation authorized in the permit.

(b) A permit is valid only for the location(s) described on the application, depicted on the drawings and specifications, and authorized in the permit, and no excavation shall be authorized at any other location without another permit.

(c) Unless sooner extended by the city engineer upon written request and for reasonable cause, a permit shall become void if the excavation is not commenced within 60 days from the date of its issuance.

Sec. 40-142. Record at excavation site; public notice.

(a) A permittee shall, at all times while an excavation is in progress, keep, at the location of the excavation, the original permit (or a copy thereof) and shall, immediately on demand, exhibit the permit upon request to the city engineer or any other person.

(b) Each permittee shall post and maintain notices in the vicinity of the excavation in the time, place, and manner prescribed in the rules and regulations promulgated under section 40-128 of this Code.

(c) Such notice required in paragraph (b) above shall include, but not be limited to, the name of the permittee, the permittee's telephone number, and the city permit number.

Sec. 40-143. Removal or relocation of facilities.

All permittees who place facilities thereby obligate and bind themselves to move or change the location of facilities whenever required or instructed to do so by the city in order to accommodate the

construction, repair, or relocation of city infrastructure facilities, and failure to do so shall be unlawful.

Sec. 40-144. Owner business plans; coordination of excavations.

(a) On or before June 1 of each year, owners shall submit a plan of excavations anticipated to be done in the public way during the five year period commencing on July 1 of that year. Additionally, the city engineer shall annually solicit a five year transportation improvement plan from the various public way construction entities. As soon as practicable following receipt and compilation of the plans, the city engineer shall make available for inspection a composite list of all projects and transportation improvements designated in the various plans. The director shall endeavor to cause the composite list to be maintained in the form of a computerized database, which may be maintained by the city or another public entity. Applicants are responsible for keeping themselves apprised of the current status of the list. An owner or public way construction entity may change, add, or delete any project in its five year business plan, and if any modification is made, the owner and/or public way construction entity shall notify the city engineer.

(b) Prior to issuance of a permit, the city engineer shall check the application against the composite list. The city engineer may require owners to (i) coordinate their excavations; (ii) coordinate excavations with transportation improvements that are ongoing or are scheduled by public way construction entities; and (iii) complete excavations before transportation improvements commence. The city engineer may grant a waiver of coordination requirements for good cause. The city engineer shall consider the following before granting a waiver:

- (1) Effect of each proposed excavation(s) on the surrounding vicinity and on traffic mobility;
- (2) The applicant's need for the facility;
- (3) The need to facilitate the deployment of new technology as directed pursuant to official city policy; and
- (4) Public health, safety, welfare, and convenience.

Sec. 40-145. Newly constructed or reconstructed streets.

(a) Except as provided in subsection (b) below, no permit shall be issued for an excavation in any public way that has been constructed, reconstructed, repaved, or resurfaced in the preceding period of five years, as measured from the date of acceptance by the public works construction entity. Owners shall determine alternative methods of making necessary repairs and facility installations to avoid excavations that are subject to this section.

(b) The city engineer, for good cause, shall grant a variance to an applicant for repair of existing utilities, to respond to emergencies, or to afford an owner the means to provide service to buildings that the owner has no other reasonable means of serving in the determination of the city engineer. Variances shall be granted subject to special conditions that the city engineer determines to be appropriate to the circumstances, such as special coordination with other excavations, special paving requirements, additional soil compaction test reports, or any other requirements needed to restore the integrity of the public way to 'as new' condition. In addition to the information provided on the application, applicant shall provide the following with respect to that part of the public way subject to this provision:

- (1) Reason why the excavation was not performed before or when public way was paved;
- (2) Reason why the excavation cannot be delayed until after the five year period expires; and
- (3) Reason why the excavation cannot be performed at another location or the owner's need cannot be accomplished by a method that does not require excavation.

Sec. 40-146. Defaults; unauthorized excavations.

(a) The city engineer shall not issue a permit to any person who is in default or breach of any obligation to the city under this article on a prior permit or on a warranty obligation under section 40-158 or 40-159 of this Code.

(b) The director is authorized to debar from obtaining a permit any person who has performed an unpermitted excavation or any owner who has knowingly allowed that practice. Any such debarment shall be for

a reasonable period of time that is consistent with the nature and circumstances of the alleged transgressions. Regulations shall be issued for debarment under section 40-128 of this Code.

(c) Before invoking the provisions of this section, the city engineer shall provide a written notice to the affected persons and afford them a right to a hearing under section 40-126 of this Code.

Sec. 40-147. Insurance.

(a) As a condition of the issuance of a permit, the applicant shall provide evidence that the applicant holds a current policy of comprehensive general liability insurance covering the excavation, with an endorsement for any liability assumed under this article and policy limits of not less than \$150,000 for property damage, per occurrence, and of not less than \$150,000, per person, and \$500,000, per occurrence, for bodily injury or death. Each policy shall include a provision obligating the insurer to furnish to the city engineer at least 15 days prior written notice of any cancellation.

(b) The failure of the permittee to continuously maintain any required coverage shall cause any permit covered thereby to become invalid. No work may be performed on any excavation at any time when any required proof of insurance coverage is not on file in the city engineer's office. Following notice and an opportunity for a hearing under section 40-126 of this Code, the city engineer shall revoke any permit for which any required proof of insurance is not being maintained.

(c) For joint applications and permits, the coverage required in this section may be provided by a policy jointly covering all of the applicants or by separate proofs of coverage for each applicant or permittee.

Sec. 40-148. Amendments; extensions.

(a) A permit shall no longer be valid if there are material changes to the excavation, including but not limited to a change in the scope of the work or the method of performing the work of such consequence that the drawings and specifications no longer accurately depict the work. An amendment shall be required in order to continue the excavation. To obtain an amendment, the permittee shall submit an application therefor, including amended drawings and specifications,

indicating changes. A permit shall not be amended to include an excavation that is not related to the original permit or to extend the excavation into any geographical area not included in original permit.

(b) For good cause not relating to any fault of the permittee in diligently prosecuting the excavation, the city engineer may extend the number of days allowed in the permit pursuant to section 40-138(c)(5) of this Code for completion of the excavation. Extensions of time under this subsection shall not be regarded as amendments, but shall be noted on the records regarding the permit.

Secs. 40-149–40-155. Reserved.

DIVISION 3. PERFORMANCE OF EXCAVATIONS

Sec. 40-156. Access to fire hydrants.

Each excavation shall be performed so it does not obstruct emergency access to any fire hydrant or public water supply valve.

Sec. 40-157. Crossings; traffic control devices.

It shall be the duty of each permittee to make provisions for the safe crossing of pedestrians and the orderly movement of vehicular traffic. Provisions therefor shall be included in the drawings and specifications for the excavation. Any required traffic control devices shall conform to applicable laws, the *Texas Manual on Uniform Traffic Control Devices*, and any rules and regulations promulgated under section 40-128 of this Code.

Sec. 40-158. Warranty of completion of excavation.

In accordance with the rules and regulations promulgated under section 40-128 of this Code, a permittee shall notify the city engineer before commencing and obtain permission to commence the excavation before it enters into the public way. In connection with the notification and permission, the authorized date of entry on the public way, for purposes of section 40-138(c)(5) of this Code shall be established. In connection with the notification, the permittee shall also furnish the transmittal number required under section 40-136(b)(13) of this Code, if it has not previously been provided. The permittee shall diligently

prosecute the excavation to its final completion within the time authorized under the permit. If a permittee commences an excavation and then fails, refuses, or neglects to diligently prosecute or to timely complete the excavation in accordance with the permit and all applicable rules and regulations and the construction standards adopted in or pursuant to this article, the city engineer may, following written notice to the permittee, perform the excavation or cause a city contractor to perform the excavation. The city engineer shall afford the permittee five days' written notice and opportunity to cure before taking over the excavation, unless the director of public works and engineering determines that hazards to public safety and convenience that are posed by the condition of the excavation require a shorter notice period. The city engineer may charge the cost of having the excavation performed, including related administrative expenses, to the permittee. The city engineer shall so notify the permittee, and the permittee shall be obliged to pay the cost within 30 days following receipt of notification. Disputes over costs assessed shall be subject to the hearing process established under section 40-126 of this Code.

Sec. 40-159. Warranty of excavation; correction of defects.

Each permittee shall warrant its excavations against all defects in workmanship and materials for a period of two years after final completion. Whenever within the one year period any portion of the pavement or surface of any public way excavated under such a warranty is, in the engineering determination of the city engineer, in need of repairs, by reason of any defect in workmanship or materials, the city engineer shall serve upon the permittee a written notice stating the repairs necessary, and requiring the repairs to be made within five days after service of the notice. If the repairs are not timely made, the city engineer shall at once make or cause to the repairs to be made at the expense of the permittee. The expenses, including any related administrative expenses, shall be charged to the permittee, and the permittee shall be obliged to pay the cost within 30 days following receipt of notification. Disputes over costs assessed shall be subject to the hearing process established under section 40-126 of this Code.

Sec. 40-160. Inspections of excavations.

(a) All excavations shall be inspected. Based upon the complexity and nature of the excavation and as specified in the permit, inspections

may be required during the performance of the excavation, immediately upon completion of the excavation, or both. Inspections shall be performed at permittee's expense by an approved third party inspector selected by the permittee from a list of competent inspection agencies promulgated by the city engineer. At the city engineer's direction and request, as specified in the permit, the permittee shall arrange for each required inspection, notify the city engineer of the date and time when each inspection will occur, and direct the inspector to provide written inspection results to the city engineer within time limits established by the city engineer.

(b) Consistent with applicable laws, sound engineering practices, and the nature of the excavation, the city engineer may, in addition to or in lieu of the agency inspections called for under subsection (a), require that a permittee, at the permittee's expense, retain a professional engineer licensed in Texas to observe the excavation and, based upon the observations, to provide written certification upon completion of the excavation stating that the public way has been restored in accordance with the drawings and specifications and all other applicable technical requirements.

Sec. 40-161. Damage to facility.

A permittee who, in connection with an excavation, damages another owner's facility shall immediately notify the city engineer and, to the extent that the owner's identity is reasonably determinable, the owner of the damaged facility.

Sec. 40-162. As-built drawings and specifications.

Upon final completion of an excavation, the permittee shall provide to the city engineer a set of as-built drawings and specifications for the excavation, which shall be in a form provided by the rules and regulations promulgated under section 40-128 of this Code. In the event that the work was performed exactly in accordance with the drawings and specifications provided with the permit application, then the permittee may so advise the city engineer in writing, and the previously supplied drawings and specifications will be regarded as the as-built drawings and specifications.

Secs. 40-163–40-167. Reserved."

Section 2a. In connection with the adoption of this Ordinance, two Motions were made that relate to, but did not amend the terms of this Ordinance. They are as follows:

Motion No. 2000-1518 states as follows: "Motion to require the application process to be available on line (via the Internet) consistent with provisions already existing in the building permit process."

Motion No. 2000-1515 states as follows: "Motion to request that within 30 days of an Attorney General's opinion, should it be determined that Chapter 283 of the Texas Local Government Code does not require said ordinance to be applied to non telecommunication utilities, the Street Cut Ordinance be returned to Council for consideration of amendments consistent with the Attorney General's opinion."

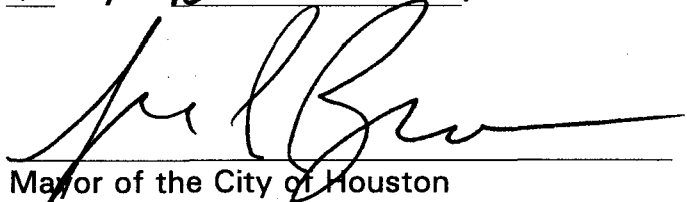
Section 3. That, if any provision, section, subsection, sentence, clause, or phrase of this Ordinance, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this Ordinance or their application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council in adopting this Ordinance that no portion hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness or invalidity of any other portion hereof, and all provisions of this Ordinance are declared to be severable for that purpose.

Section 4. That this Ordinance shall take effect on the sixtieth day next following the date of its passage and approval by the Mayor. The Director of Public Works and Engineering shall cause permit applications to be accepted and commence

issuing permits that will be required under this Ordinance on or before the fifty-fifth day next following the date of passage and approval of this Ordinance. No permit shall be required under Article V of Chapter 40 of the Code of Ordinances, Houston, Texas, as amended in this Ordinance for an excavation that is commenced before the effective date of this Ordinance, provided that the excavation is completed on or before the thirtieth day next following the effective date of this Ordinance; however, any such pre-existing excavation that has not been concluded by that date shall require a permit.

Section 5. That there exists a public emergency requiring that this Ordinance be passed finally on the date of its introduction as requested in writing by the Mayor; therefore, this Ordinance shall be passed finally on such date and shall take effect as provided in **Section 4**, above.

PASSED AND APPROVED this 20th day of December, 2000.

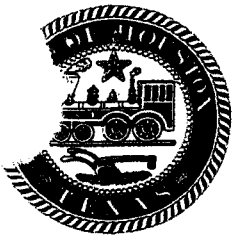

Mayor of the City of Houston

Prepared by Legal Dept. _____
PRB:asw 12/15/2000 Senior Counsel
Requested by Thomas J. Rolen, P.E., Director, Department of Public Works & Engineering
L.D. File No. 0420000008001

CAPTION PUBLISHED IN DAILY COURT
REVIEW
DATE: DEC 26 2000

AYE	NO	
✓		MAYOR BROWN
....	....	COUNCIL MEMBERS
	ABSENT	TATRO
✓		GALLOWAY
✓		GOLDBERG
✓		BONEY
	ABSENT	TODD
✓		ELLIS
✓		KELLER
✓		VASQUEZ
✓		CASTILLO
✓		PARKER
✓		QUAN
✓		SANCHEZ
✓		BELL
✓		ROBINSON
CAPTION	ADOPTED	

MAY 017 Rev. 1/00



CITY OF HOUSTON

Public Works and Engineering
Department

Interoffice

Correspondence

To: Anna Russell
City Secretary

From: City Engineer

Date: June 23, 2003

Subject: AMENDMENTS TO THE RULES AND
REGULATIONS AND CONSTRUCTION
REQUIREMENTS OF THE STREET CUT
ORDINANCE 2000-1115

Attached are the Amendments to the Rules and Regulations and Construction Requirements of the Street Cut Ordinance 2000-1115. As required by the ordinance, please have these amendments advertised on the date given. If you have any questions, please contact Rajiv Arya at (713) 837-0546.

Information:

Advertisement Dates: June 27, 2003 (Houston Business Journal)

Name: AMENDMENTS TO THE RULES AND REGULATIONS AND
CONSTRUCTION REQUIREMENTS OF THE STREET CUT ORDINANCE
2000-1115

Project Manager: Rajiv Arya (713) 837-0546


Showri Nandagiri P.E.


SN:MRK:RA:pr

Attachment: Amendments

Copy w/attachment: Jon C. Vanden Bosch, P.E.
Mark R. Kosmoski, P.E.

EPAHO092001345

**Amendments to the Rules and Regulations and Construction Requirements
of the Street Cut Ordinance 2000-1115**

The following are the amendments to the Rules and Regulations and Construction Requirements of the Street Cut Ordinance 2000-1115. These changes shall be adopted 10 days after the date of advertisement. Please submit written comments to the City Engineer's Office, P.O. Box 1562, Houston, TX 77251-1562 within this period.

Revisions to the Rules and Regulations:

§ 40-139. Reports of the commencement of Emergency work shall be made by telephone to '311', or such other telephone number as may be specified by the Director. If that telephone number is unattended at the time of the call, then the Owner shall leave a recorded message including the Owner's name, the name of the contractor, if any, the location of the Excavation by street address or segment, the nature of the Emergency, and the name and 24-hour telephone number of a contact person for the Owner.

§ 40-158. Notices to commence an excavation shall be made to the City Engineer 48 business hours in advance (Monday – Friday, except City observed holidays) of initiating work by completing a "Notice to Commence Work form" that will be made available on the City's Internet Website or such other telephone number as may be specified by the Director, and shall set forth the Permit number and the commencement date. Permittee may file their Notice by email or by facsimile to 713-837-7100 depending on the means application was initially submitted. This provision shall not apply to Emergencies.

§ 40-160(a). If an excavation occurs in any public way that has been constructed, reconstructed, repaved or resurfaced in the preceding period of five years, as measured from the date of acceptance by the Public Works' Construction entity, inspection must be performed by a city approved testing lab or self-inspection by Permittee's staff who meet the Inspector Qualifications Requirement contained in the Construction Requirements of these Rules and Regulations. Inspection must be performed and testing reports must be submitted as defined in Inspection/Testing of the Construction Requirements of these Rules and Regulations. In addition, a certificate of restoration shall be submitted.

Self-inspection by Permittee's staff will be allowed as long as the Permittee continues to demonstrate a history of performing satisfactory work. If the City Engineer determines that Permittee is performing work resulting in errors or failures, the City Engineer may notify the Permittee of this finding and following an opportunity for a hearing under Section 40-126 of these Rules and Regulations prohibit the Permittee from performing self inspections.

If an excavation occurs in any public way that is greater than five years old as measured from the date of acceptance by the Public Works Construction entity,

the Permittee must submit certificate of restoration in conformance with the City of Houston's Design and Construction Standards.

All certificates of restorations must be submitted to the City Engineer within 70 days from the date of issuance of permit.

A current list of approved testing labs may be obtained from the City of Houston Internet Website. Inspectors shall maintain their records of Inspections at a location within Harris, Fort Bend, or Montgomery Counties and shall make the records available to the City Engineer for review or copying during regular City work hours upon 24 hours' prior notice.

§ 40-162. The as-built drawings when required, to be provided by Permittee shall conform to the requirements of the attached Design Manual, and shall be delivered to the City Engineer on or before the thirtieth day following submission of certificate of restoration at the City Engineer's Office of the Public Works and Engineering Department, 611 Walker, Houston, Texas, or such other plans as may be specified by the Director. Where the work was performed substantially as portrayed in the plans filed with the application and no modifications are required, the Permittee shall so certify in writing in the same time and manner.

These are additions to the Rules and Regulations:

§ Sec. 40 -121

Transportation Improvements

An excavation permit shall be obtained by the owner for all excavations that are outside the boundaries of a transportation improvement.

Excavation

Stormsewer improvements, unless associated with a transportation improvement project, are not exempt from the definition of "Excavation".

Amendments to the Construction Requirements

A. General Conditions

3. All work shall be done in an expedient manner. Repairs shall be made as rapidly as is consistent with high quality workmanship and materials. Use of fast setting concrete and similar techniques are encouraged whenever possible without sacrificing the quality of repair. Completion of the work including replacement of pavement and cleanup shall be accomplished within 14 days after the repair work or activity involving the cut is commenced. Extension of time for completions shall be with the written approval of the City Engineer and noted on the Permit. If the repairs are not completed in the allotted time, the City has the right to repair the street at the Permittee's expense, as provided in Section 40-158 of the Ordinance.

E. Inspector Qualifications and Testing Requirements

Inspector Qualifications

- *Soil and aggregates-National Institute for Certification in Engineering Technologies (NICET) Level II*
- *Portland Cement Concrete-(NICET) Level II or American Concrete Institution (ACI) Level I*

Testing Requirements

Laboratory concrete material testing shall mainly focus on verifying the concrete mix design properties for conformance with applicable specifications.

Sufficient time shall be allowed to have any applicable materials to be tested and or verified before the intended use of the materials

Field technician should perform minimum frequency of compaction density tests for backfill and select fill materials to suit applicable standard specification

Concrete field inspection should include field control tests such as slump, air content, unit weight, and casting of compressive strength and flexural strength specimens.

Concrete plant inspection should include verification of the concrete mix design to suit the specifications.

F. City Inspection/Certificate of Completion

All construction work within the public rights-of-way shall be subject to Inspection by the City Engineer. It shall be the responsibility of the Permittee to provide safe access for the inspector to perform the required Inspections.

Upon completion and receipt of affirmation of Inspection and successful execution of required tests, the City will issue a Certificate of Completion. Upon issuance of the Certificate, the warranty period provided in the Ordinance will commence.

Any excavation performed on a street after the issuance of substantial completion or submission of certificate of restoration shall require a street cut permit.

City of Houston, Texas, Ordinance No. 2001- 203

AN ORDINANCE AMENDING ORDINANCE NO. 2000-1115, RELATING TO EXCAVATING IN THE PUBLIC WAY; APPROVING RULES AND REGULATIONS IMPLEMENTING THE ORDINANCE; CONTAINING FINDINGS AND OTHER PROVISIONS RELATING TO THE FOREGOING SUBJECT; PROVIDING FOR SEVERABILITY; CONTAINING A REPEALER; AND DECLARING AN EMERGENCY.

* * * * *

WHEREAS, the City Council adopted Ordinance No. 2000-1115 (the "Ordinance") on December 20, 2000, to:

1. Provide a means for controlling the excavation and restoration of the public way whereby the structural integrity of the public way is maintained in accordance with acceptable standards and specifications;
2. Provide for safe and orderly movement of vehicular traffic and pedestrians on the public way; and
3. Provide a means whereby the public is notified of excavations in the public way and of the responsible party; and

WHEREAS, at the time the City Council adopted the Ordinance, a request was pending before the Attorney General of the State of Texas for an interpretation of the applicability of Chapter 283 of the Texas Local Government Code to street excavation ordinances and entities other than certificated telecommunications providers; and

WHEREAS, during the process of adoption, a motion was made with respect to the Ordinance as follows:

"Motion to request that within 30 days of an Attorney General's opinion,

should it be determined that Chapter 283 of the Texas Local Government Code does not require said ordinance to be applied to non telecommunication utilities, the Street Cut Ordinance be returned to Council for consideration of amendments consistent with the Attorney General's opinion."; and

WHEREAS, the City received the Attorney General opinion on or about January 15, 2000; and

WHEREAS, amendments to the Ordinance are recommended consistent with the Attorney General's opinion and otherwise applicable federal and state law; and

WHEREAS, the City Council finds that the amendments will effectuate the intent and purpose of the Ordinance and of the City Council in its initial adoption of the Ordinance; and

WHEREAS, the original effective date of the Ordinance would be February 20, 2001; and

WHEREAS, the City Council determines that it is necessary and appropriate to allow additional time before the Ordinance becomes effective to allow affected parties to comply with its terms; **NOW, THEREFORE**,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HOUSTON, TEXAS:

Section 1. That the findings contained in the preamble of this Ordinance are determined to be true and correct and are hereby adopted.

Section 2. That Section 2 of Ordinance No. 2000-1115 is hereby amended by

amending the definition of "Permit" in Section 40-121 of the Code of Ordinances, as amended by Ordinance No. 2000-1115, to read as follows:

"Permit means a current and valid authorization issued under division 2 or division 4 of this article."

Section 3. That Section 2 of Ordinance No. 2000-1115 is hereby amended by amending subsection (a) of Section 40-137 of the Code of Ordinances, as amended by Ordinance No. 2000-1115, by deleting the word "Each" and adding the following clause to the beginning of the subsection:

"Unless otherwise provided in the rules and regulations promulgated under section 40-128 of this Code, each"

Section 4. That Section 2 of Ordinance No. 2000-1115 is hereby amended by amending the third sentence of Section 40-160 of the Code of Ordinances, as amended by Ordinance No. 2000-1115, to read as follows:

"Inspections shall be performed at permittee's expense by an approved inspector pursuant to the rules and regulations promulgated under section 40-128 of this Code."

Section 5. That Section 2 of Ordinance No. 2000-1115 is hereby amended by adding a new Division 4 to Article V of Chapter 40 of the Code of Ordinances, as amended by Ordinance No. 2000-1115, which reads as follows:

"DIVISION 4. GENERAL PERMITS

Sec. 40-163. Availability.

Notwithstanding any provision of this article to the contrary, an excavation shall be authorized by general permit if each of the following

conditions is satisfied:

- (1) The excavation will not occur in any public way that has been constructed, reconstructed, repaved, or resurfaced in the preceding period of five years, as measured from the date of acceptance by the public works construction entity;
- (2) The excavation will not occur inside the central business district, as defined in section 42-1 of this Code;
- (3) The excavation will not involve an area larger than either 400 square feet or 200 linear feet;
- (4) The excavation will be performed by the owner's own employees or by employees of a contractor who are regularly assigned to perform work for the owner and are knowledgeable regarding the owner's work procedures and the requirements of this article and the rules promulgated under section 40-128 of this Code;
- (5) The following conditions will be complied with, as applicable:
 - a. The owner has posted a bond with the city that meets the requirements specified in the rules and regulations promulgated under section 40-128 of this Code;
 - b. If a contractor will perform any part of the excavation, the owner, through a document executed by a duly authorized representative:
 - i. Assumes all responsibility for the excavation performed by the contractor;
 - ii. Waives any claim or defense as between the owner and the city that the owner is not responsible for the violation of any applicable requirement of this article or rules and regulations promulgated under section 40-128 of this Code; and
 - iii. Assumes all responsibility for restoration and repair of the public way required by this article or

the rules and regulations promulgated under section 40-128 of this Code, including but not limited section 40-140 of this Code if the contractor fails to comply in any regard; and

- c. The owner or contractor posts and maintains notices in the vicinity of the excavation in the time, place, and manner prescribed in the rules and regulations promulgated under section 40-128 of this Code;
 - d. The owner or contractor when working on a public way that is designated as a major thoroughfare or a collector street on the major thoroughfare and freeway plan as defined in Section 42-1 of this Code has obtained a valid lane or street closure permit from the City Traffic Engineer for the excavation; and
 - e. The owner or contractor will maintain pedestrian and vehicular access to all abutting and affected properties.
- (6) The excavation will be inspected by an employee of the owner or by an independent third party, both of whom are qualified pursuant to the rules and regulations promulgated under section 40-128 of this Code; and
- (7) The excavation will be completed within 14 days of first breaking pavement.

Sec. 40-164. Registration for permit.

(a) An owner shall be entitled to a general permit as provided in this section upon demonstrating compliance with each of the requirements of section 40-163 of this Code and this section. The owner shall register for a general permit by submitting a registration form to the city engineer. The registration shall be on a form prescribed by the director and shall be signed and sworn to by the owner before an officer authorized to administer oaths and shall include the following:

- (1) The name, assumed name, or business name, business type (corporation, partnership, individual/sole proprietor, or other) of the owner;

- (2) The owner's mailing address (and street address if different), telephone number, facsimile number, and e-mail address;
- (3) A statement that each person executing the application is fully authorized to act on behalf of and bind his principal in executing and filing the application;
- (4) A statement that the owner accepts and obligates itself to the following release and indemnification provisions on behalf of itself and any contractor acting on its behalf:

'RELEASE

PERMITTEE AGREES TO AND SHALL RELEASE THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THE PERMIT, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED BY THE CITY'S ACTUAL OR ALLEGED JOINT OR CONCURRENT NEGLIGENCE AND/OR THE CITY'S STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY.

INDEMNIFICATION

PERMITTEE AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS PERMIT, INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY:

- (i) **PERMITTEE'S AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', PRINCIPALS', OR SUBCONTRACTORS OF PERMITTEES' (COLLECTIVELY IN NUMBERED PARAGRAPHS (i)-(iii), "PERMITTEE") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;**
- (ii) **THE CITY'S AND PERMITTEE'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER PERMITTEE IS IMMUNE FROM LIABILITY OR NOT; AND**
- (iii) **THE CITY'S AND PERMITTEE'S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER PERMITTEE IS IMMUNE FROM LIABILITY OR NOT.**

PERMITTEE SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS DURING THE TERM OF THE PERMIT AND FOR FOUR YEARS AFTER THE PERMIT TERMINATES.

WHERE APPLICABLE, THE PROVISIONS OF SECTION 283.057 OF THE TEXAS LOCAL GOVERNMENT CODE SHALL CONTROL IN LIEU OF THE FOREGOING; ADDITIONALLY, TO THE EXTENT THAT THE APPLICANT HOLDS A CURRENT AND VALID UTILITY FRANCHISE FROM THE CITY, THE RELEASE AND INDEMNIFICATION PROVISIONS OF THE FRANCHISE SHALL CONTROL IN LIEU OF THE FOREGOING.'

- (5) The identity of the contractor that will perform the work on behalf of the owner as required by the rules and regulations promulgated under section 40-128 of this Code;
- (6) The 24-hour telephone number at which the owner's representative who will respond to emergencies may be contacted;
- (7) The name, mailing address, telephone number, facsimile

number, and e-mail address of a person who is authorized to receive all notices authorized to be given by the city under this article to the owner;

(8) Evidence of insurance as required in section 40-147 of this Code;

(9) The work warranty as required by section 40-140 of this Code.

(b) The city engineer shall initially review each registration to determine whether it is complete. The city engineer shall return an incomplete registration with an explanation of the deficiencies. A complete registration shall become effective as a permit on the 14th day after the complete registration is received by the city engineer, unless the owner is notified that the permit has been disapproved.

(c) The city engineer shall disapprove the registration if he determines that the conditions of this article are not satisfied. If a registration is disapproved, the city engineer shall notify the owner of the grounds for denial.

(d) A general permit shall be effective for one year after its issuance for excavations that comply with section 40-163 of this Code.

Sec. 40-165. Conditions of general permit.

(a) An owner who has registered for a general permit that has not been disapproved within 14 days of its filing with the city engineer shall be permitted to conduct excavations that comply with section 40-163 of this Code under the following conditions:

(1) All of the requirements of section 40-163 of this Code continue to be satisfied with respect to each excavation;

(2) The permittee notifies the city engineer of the location of each excavation and the identity of the person performing the excavation as prescribed by the rules and regulations promulgated under section 40-128 of this Code; and

(3) The permittee obtains all other permits required by other applicable federal and state statutes and city ordinances for

the excavation.

(b) A general permit shall no longer be valid if an excavation is performed in a manner that does not comply the requirements of section 40-163 of this Code. All excavations that do not qualify for a general permit shall require a permit issued pursuant to division 2 of this article.

(c) Nothing in this section shall relieve a permittee of the obligation to comply with the applicable notification requirements of the Texas Underground Facility Damage Prevention and Safety Act with respect to each excavation authorized by a general permit.

(d) The provisions of division 2 of this article are applicable to a general permit other than the following: 40-136, 40-141(b) and -(c), 40-142(a), and 40-148 of this Code. All of the provisions of division 3 are applicable to a general permit.

Sec. 40-166. Default under general permit; revocation.

The performance of an excavation that is not authorized by a general permit shall be unlawful unless authorized by a permit issued pursuant to division 2 of this article and shall constitute an event of default under the general permit. Upon the occurrence of three events of default under a general permit, the general permit shall be revoked, after notice and hearing as provided in section 40-126 of this Code. An event of default under this section shall be considered the same as an 'unpermitted excavation' pursuant to section 40-146(b) of this Code.

Sec. 40-167. Reserved."

Section 6. That the document attached to this Ordinance entitled *RULES AND REGULATIONS FOR CHAPTER 40, ARTICLE V HOUSTON CITY CODE* is hereby approved by the City Council for implementation by the Director of Public Works and Engineering under Article V of Chapter 40 of the Code of Ordinances, Houston, Texas, as adopted by Ordinance 2000-1115 on December 20, 2000. This approval supersedes any requirement of Section 40-128 of the Code of Ordinances, Houston, Texas, for publication

and/or approval of the rules and regulations in a different manner. These Rules and Regulations shall be brought before the Transportation, Technology and Infrastructure Committee at the end of one calendar year after their implementation.

Section 7. That, if any provision, section, subsection, sentence, clause, or phrase of this Ordinance, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this Ordinance or their application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council in adopting this Ordinance that no portion hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness or invalidity of any other portion hereof, and all provisions of this Ordinance are declared to be severable for that purpose.

Section 8. All ordinances in conflict herewith are repealed to the extent of the conflict only.

Section 9. That there exists a public emergency requiring that this Ordinance be passed finally on the date of its introduction as requested in writing by the Mayor; therefore, this Ordinance shall be passed finally on such date and shall take effect immediately upon its passage and approval by the Mayor; however, in the event that the Mayor fails to sign this Ordinance within five days after its passage and adoption, it shall take effect in accordance with Article VI, Section 6, Houston City Charter.

PASSED AND ADOPTED this 28th day of February, 2001.

APPROVED this 28th day of February, 2001.


Mayor of the City of Houston

Pursuant to Article VI, Section 6, Houston City Charter, the effective date of the foregoing Ordinance is _____.

City Secretary

Prepared by Legal Dept.

DFM:dfm 01/12/2001

Requested by Thomas J. Rolan, Director, Public Works & Engineering

L.D. File No. 0420000008001

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Senior Assistant City Attorney

AYE	NO	
✓		MAYOR BROWN
....	COUNCIL MEMBERS
✓		TATRO
✓		GALLOWAY
✓		GOLDBERG
✓		BONEY
	ABSENT	TODD
✓		ELLIS
✓		KELLER
✓		VASQUEZ
✓		CASTILLO
✓		PARKER
✓		QUAN
✓		SANCHEZ
✓		BELL
✓		ROBINSON
CAPTION	ADOPTED	

RULES AND REGULATIONS

The Rules and Regulations attached hereto show changes from a draft previously circulated for public comment to facilitate City Council consideration of the Rules and Regulations. Additions are shown by underlining text and deletions are shown by ~~strikeout~~ text. Upon adoption, the Rules and Regulations will be available in the form finally approved by the City Council.

RULES AND REGULATIONS FOR
CHAPTER 40, ARTICLE V
HOUSTON CITY CODE

EXCAVATION IN PUBLIC WAY

Issued December 22, 2000

~~Revised January 17, 2001~~

Revised February 9, 2001

LEGEND

Underlined text is revised/new material

~~Strike Through Indicates Deleted Text~~

Office of the Director
Department of Public Works and Engineering
City of Houston

EPAHO092001361

INTRODUCTION. These Rules and Regulations ("these Rules") have been issued by the Director of Public Works and Engineering ("the Director") of the City of Houston ("the City") pursuant to Article V of Chapter 40 of the City of Houston Code of Ordinances ("the Ordinance"). The issuance of Permits for Excavations and other activities authorized or required under the Ordinance will be governed by the terms of the Ordinance. *It is not the purpose of these Rules to restate the provisions of the Ordinance.* Rather, these Rules establish an operational and procedural framework for administration of the Ordinance as contemplated by § 40-128 of the Ordinance. Therefore, these Rules should be read in conjunction with the Ordinance. Copies of these Rules and the Ordinance may be inspected and/or purchased at the fees established by law at the Permit office location identified herein. For the convenience of the user, applicable terms that are defined in the Ordinance or elsewhere in the Code of Ordinances have been capitalized in these Rules. Additionally, these Rules have, to the extent practicable, been organized by section numbers that correspond to the equivalent section numbers of the Ordinance.

EFFECTIVE DATE. The Ordinance takes effect on _____, 2001, as provided by Section 4 of Ordinance 2000-1115. A Permit is required for any Excavation that is **commenced** on or after the effective date of the Ordinance. See Section 4 of Ordinance 2000-1115 for further information regarding the status of Excavations that are commenced before the effective date of the Ordinance. As provided therein, previously commenced Excavations will require a Permit if not completed by ~~March 20, 2001~~, which is the thirtieth day following the effective date of the Ordinance.

GENERAL. The attached Construction Requirements, Design Manual, and City of Houston Standard Specifications are incorporated into these Rules and shall apply to the extent applicable to each Permittee and Excavation. To the extent that the incorporated documents are also applicable to work not performed under the Ordinance, they shall be read and applied in a manner consistent with the Ordinance for purposes of these Rules and Regulations.

SUBSTANTIVE PROVISIONS. (By reference to corresponding sections of the Ordinance.)

§ 40-126. Hearings. Hearings under the Ordinance shall be conducted by a hearing officer designated by the Director under § 40-126. The hearing officer may be an employee of the Public Works and Engineering Department but shall not be a person who is regularly assigned to duties involving the administration of the Ordinance or who has otherwise participated in any decision or action giving rise to the hearing. Hearings shall be informal and shall be conducted in a manner that is consistent with principles of due process. Each party shall have the right to be represented by legal counsel, to present evidence and to examine witnesses presented by other parties. The party initiating the hearing, which would, for example, be the Applicant in matters of Permit issuance or the City in matters of remedial actions against Permittees and Owners, shall have the burden of proof by a preponderance of credible evidence. The hearing officer shall issue his or her decision in writing within five City work days following completion of the hearing. Unless otherwise provided in the Ordinance, hearings

shall be conducted upon ten days notice if initiated by the City or within ten days of the date of request if initiated by another party. The notice or request shall set forth the grounds or basis for the hearing. Aggrieved parties may request a hearing upon an expedited basis, and such requests will be honored if determined to be justified by the hearing officer. Requests for hearings shall be made in writing, addressed to City of Houston Director of Public Works and Engineering and delivered to the Engineering Services Branch of the City of Houston Public Works and Engineering Department at 3300 Main Street, Houston, Texas, or such other place as may be specified by the Director. The outside of the envelope should be conspicuously marked "REQUEST FOR HEARING."

§ 40-127. Inasmuch as the City of Houston cannot release or indemnify itself and is self insured, the provisions of § 40-136(b)(8) and (14) shall not apply to Excavations for which the City is the Owner. This waiver shall not be deemed to excuse compliance by City contractors with any indemnification or insurance requirements of their contracts with the City, which shall include equivalent or more stringent requirements where contractors are employed to perform Excavations for which the City is the Owner.

§ 40-136(a). Two or more Excavations will be considered to be part of the same project, so that one Application and Permit may cover them as related work, provided that:

1. If the Owner is utilizing a contractor instead of its own forces to do the work, then the same contractor must be responsible for all work covered by the Permit;
2. The Excavation must all be within the same named street; and
3. The Excavation may not extend beyond the named street's intersection with a Major Thoroughfare.

Otherwise, a separate Permit is required for each Excavation. This provision shall not be construed to preclude an Owner from obtaining a series of Permits where the Excavation involves differing contractors or two or more streets or extends beyond a Major Thoroughfare intersection. Additionally, the same plans and specifications may cover work under two or more Applications and Permits.

§ 40-136(b). Permit applications shall be filed at the Engineering Services Branch of the City of Houston Public Works and Engineering Department at 3300 Main Street, Houston, Texas, or such other place as may be specified by the Director. Application forms will be made available on the City's Internet Website and at the place where applications are to be filed. To the extent technically feasible, Applicants may file their applications by email; ~~however, an original paper application must be provided to the City Engineer before the Permit will be issued.~~

§ 40-137(a). *General.* Drawings and specifications that are to be filed with Permit applications shall conform to the Construction Standards and to the Design Manual.

Standard details that are approved for frequently encountered types of Excavation are also set forth in the Design Manual.

Drawings and specifications must be submitted for all excavations that meet the following conditions.

- 1) The excavation will occur in any public way that has been constructed, reconstructed, repaired or resurfaced in the preceding period of five years as measured from the date of acceptance by the Public Works' Construction entity.
- 2) Excavation includes new facilities that:
 - a) are longitudinal to the public way street for a distance of more than 10-feet
 - b) traverse the public way street and extend more than one travel lane into the street.

Traffic Control Plans. A traffic control plan (TCP) shall be submitted with any Permit application for all proposed work that is to be conducted on a roadway that appears on the City's Major Thoroughfare and Freeway Plan or is otherwise identified by the City's Traffic Engineer as having substantial traffic. The TCP shall describe the method by which vehicular and pedestrian traffic will be controlled during the Excavation process. For excavations performed under Division 4, General Permits, no TCP will be required, but all signs, barricades and other necessary Traffic-control Devices shall be installed in accordance with the Texas Manual on Uniform Traffic Control Devices. -A TCP typically may not be required for work on a residential street, but all signs, barricades and other necessary Traffic-control Devices shall be installed in accordance with the Texas Manual on Uniform Traffic Control Devices.

Specific anticipated construction dates and work hours must be included as part of the TCP. The City's Traffic Engineer ~~will~~ may specify the exact dates and times of day under which construction activity may occur and specify any street or lane closures that are permitted upon the face of the approved Permit. Utilization of uniformed police officers may be required as part of the approved Permit and TCP to effectively manage traffic operations.

- a. *Traffic Flow During Peak Hours.* No work that would interfere with the traffic flow shall be conducted during peak hours on a roadway that appears on the City's Major Thoroughfare and Freeway Plan or on any other roadway that is identified by the City Traffic Engineer as having substantial traffic flow during peak hours. Typically, peak hours are from 6:00 a.m. to 9:00 a.m. and from 3:30 p.m. to ~~6:00~~ 6:30 p.m., Monday through Friday. Hours and days may vary throughout various activity centers of the City.
- b. *End of Day Lane Conditions.* When work is stopped for the day, all lanes must be reopened to traffic, unless the City's Traffic Engineer has granted prior approval. A traffic lane shall be considered satisfactorily open if it meets the standards for the temporary surfaces in the Construction Requirements.

See the attached Construction Requirements for additional provisions with respect to traffic signals and traffic markings.

§ 40-137(b). All drawings and specifications shall be presented under seal of a professional engineer, licensed as such in Texas in accordance with rules established by the Texas State Board of Professional Engineers, unless the City Engineer determines that the work is covered by standard plans and specifications and is of a nature that has prior engineering approval.

§ 40-137(c). For Excavations that are commenced on an Emergency basis, appropriate drawings and specifications shall be filed within five days following the day that the Permit application is required to be filed under § 40-139 of the Ordinance, unless the Permittee requests in writing and is granted in writing an extension for reasonable cause beyond the control of the Permittee relating to the inability to create and present the drawings and specifications within five days.

§ 40-138(a). Applicants should ensure that all information required under the Ordinance and these Rules is provided with their applications. The City Engineer will endeavor to review applications for completeness and to return incomplete applications with notice of defects within two City work days following their receipt. Following the initial review for completeness, the City Engineer shall endeavor to review and approve or disapprove each application within 3 to 14 days, depending upon complexity of the Excavation, considering the type of Excavation, site of the Excavation, the need for coordination with other agencies and Owners, and the proposed construction techniques. Applicants should submit their applications so as to allow sufficient time for review of their applications.

§ 40-138(c). Fourteen days are allowed for completion of an Excavation unless an extension is authorized as provided in the Permit.

§ 40-139. Reports of the commencement of Emergency work shall be made by telephone to 713-837-0600, or such other telephone number as may be specified by the Director. If that telephone number is unattended at the time of the call, then the Owner shall leave a recorded message including the Owner's name, the name of the contractor, if any, the location of the Excavation by street address or segment, the nature of the Emergency, and the name and 24-hour telephone number of a contact person for the Owner.

§ 40-142(b). Permittees shall at each street entrance to the Excavation site post in clear view a copy of their Permit together with a sign not less than 36 inches by 36 inches with minimal 2 inch black letters on a white high intensity reflective background. The sign shall conform to the Texas Manual on Uniform Traffic Control Devices and set forth the name of the Owner, name of the contractor, if any, ~~the Permit number~~, and the Owner's address and emergency telephone number.

§ 40-144. Business plans shall be submitted to the City Engineer in paper and ~~or~~ electronic form, such as Microsoft Excel, describing the proposed type of facility, the affected street segments, and the anticipated time of commencement and duration of

Excavation to the ~~Traffic Management and Maintenance Branch Planning and Programming Division~~ of the Public Works and Engineering Department at 611 Walker, ~~5th Floor, Houston, Texas 77002~~, or such other place as may be specified by the Director. The purpose for business plans is to identify the nature and types of Facilities that Owners expect to require within specific streets or alternate streets. Owners need not identify the specific customer that they intend to serve or the exact type of wires, pipes, cables, and other Facilities to be installed, provided that they should, wherever possible, advise the size and type of Facility with sufficient detail to facilitate coordination of Excavations and street construction/repair activities. To the extent that Owners are asserting that any information provided is confidential under the Public Information Act, the business plans should so indicate.

§ 40-146(a). Applications that are submitted by any Applicant who, based upon reasonable inquiry, appears to be in default or breach, as provided in § 40-146(a) of the Ordinance, shall be withheld from processing pending a hearing to determine whether a breach or default exists, which hearing shall be conducted in accordance with § 40-126 of the Ordinance and these Rules. If, based upon the hearing, the Applicant is determined to be in breach or default, the application shall not be considered. This provision shall not be construed to require a second hearing if the Applicant has previously been found to be in breach or default and there is no dispute that the matter or matters giving rise to the breach or default have not been corrected.

§ 40-146(b). Debarments under this section shall be initiated when, based upon reasonable inquiry, it appears to the City Engineer that a person has performed or an Owner has knowingly allowed an unpermitted Excavation. The City Engineer shall cause a hearing to be conducted pursuant to § 40-126 of the Ordinance and these Rules. The period of any debarment shall not exceed two years. Applications received from debarred persons shall be returned without consideration.

§ 40-147. Insurance coverage shall be provided for both the Owner and contractor if a contractor is to be utilized. The same policy may cover both entities or they may elect to provide separate policies. Insurance coverage may be provided by a Permittee by demonstrating a status of self-insurance and providing appropriate evidence from an agency of the State of Texas that the owner has an approved self-insurance plan for the applicable insurance coverage.

§ 40-158. Before commencing an Excavation, a Permittee shall give ~~72~~ 48 business hours' notice (~~M-F 8:00am — 4:30pm~~ except City observed holidays) to the City Engineer. The notice shall be given by facsimile to 713-_____, or such other telephone number as may be specified by the Director, and shall set forth the Permit number and the commencement date. This provision shall not apply to Emergencies.

§ 40-160(a). ~~Third party inspections are required following completion of all Excavations. Third party inspections are also required during any Excavation that has duration of more than 48 hours from start to completion, unless the Permittee requests at the time of the filing of the application and is authorized to have the work inspected only following completion. Such a request shall be granted unless the work is complex or the Applicant does not have a demonstrated history of performing such work without resulting errors or failures. Where notice to the City of inspections is required in the~~

~~Permit, the Permittee shall give two City work days' prior notice to the City Engineer by telephone to 713-803-1149 or by facsimile to 713-803-1174, or such other telephone or facsimile numbers as may be specified by the Director, and shall set forth the Permit number and the requested date and time of inspection.~~

If an excavation occurs in any public way that has been constructed, reconstructed, repaved or resurfaced in the preceding period of five years, as measured from the date of acceptance by the Public Works' Construction entity, inspection must be performed by a third party inspector or self-inspection by Permittee's inspectors-staff who meet the Laboratory and Technician Qualifications Requirement contained in the Construction Requirements of these Rules and Regulations for material testing or experience requirements for inspectors that are contained in this section of the Rules and Regulations. Inspection and testing must be performed as defined in Frequency and Types of Tests of the Construction Requirements of these Rules and Regulations. Self-inspection by Permittee's staff will be allowed as long as the Permittee continues to demonstrate a history of performing satisfactory work. If the City Engineer determines that Permittee is performing work resulting in errors or failures, the City Engineer may notify the Permittee of this finding and following an opportunity for a hearing under Section 40-126 of the these Rules and Regulations prohibit the Permittee from performing self inspections.

If an excavation occurs in any public way that is greater than five years old as measured from the date of acceptance by the Public Works Construction entity, the Permittee must certify that restoration occurred in conformance with the City of Houston Design and Construction Standards.

Persons who wish to be approved as third party inspectors for purposes of the Ordinance shall make application to the Engineering, Construction and Real Estate Branch of the Public Works and Engineering Department at 611 Walker, Houston, Texas, or such other place as may be specified by the Director. The application shall be filed on a form promulgated by the Director and shall provide evidence that the Applicant has at least 18 months' relevant education or training beyond the high school level, has at least two years' active and practical experience as an inspector of Excavations or equivalent work and can read and write any required reports in the English language. Any third party inspector applicant who is denied shall be afforded notice of the grounds and an opportunity for a hearing under § 40-126 of the Ordinance and these Rules. Upon receipt of credible information that an approved third party inspector has failed to perform any material obligation under or has violated any provision of the Ordinance or these Rules, or any applicable law, or that the person otherwise is no longer qualified or fit to be included on the list of approved inspectors, the City Engineer may notify the inspector of the grounds, and following an opportunity for a hearing under § 40-126 of the Ordinance and these Rules, remove the person from the list. No Owner shall engage any third party inspector nor shall any third party inspector accept any engagement under the Ordinance or these Rules if the third party inspector or a firm with which the third inspector is employed has any other contractual relationship with the Permittee relating to the performance of the Excavation other than for the performance of the Inspections. A current list of approved third party inspectors may be obtained from the City of Houston Internet Website. Inspectors shall maintain their records of Inspections at a location within Harris, Fort Bend, or Montgomery

Counties and shall make the records available to the City Engineer for review or copying during regular City work hours upon 24 hours' prior notice.

§ 40-160(b). In considering whether to require a Permittee to retain a professional engineer to observe the Excavation and certify the completion of work on an Excavation, the City Engineer shall consider whether the complexity and depth of the Excavation, the existence, if any, of other public and private infrastructure improvements in the vicinity of the Excavation, the skills required to perform the Excavation, or other factors merit the use of an engineer, rather than a regular Inspection, to observe the work.

§ 40-162. The as-built drawings to be provided by Permittee shall conform to the requirements of the attached Design Manual, and shall be delivered to the City Engineer on or before the thirtieth day following completion of the Excavation at the Engineering Services Branch of the Public Works and Engineering Department, 3300 Main Street, Houston, Texas, or such other plans as may be specified by the Director. Where the work was performed ~~exactly~~ substantially as portrayed in the plans filed with the application and no modifications are required, the Permittee shall so certify in writing in the same time and manner.

§ 40-163. 5(a)

The Owner shall post a Surface Restoration Bond for each General Permit that extends for a period of three (3) years to cover the work performed during the duration of the permit. The value of bond shall be determined from the following schedule which is based on the anticipated value of the work to be performed by the Permittee during the permit duration:

<u>Value of Work</u>		<u>Bond Value</u>
Zero to	\$1,000,000	\$150,000
1,000,001 to	\$10,000,000	\$ 250,000
Greater than	\$10,000,001	\$ 500,000

§ 40-163. 5(c)

The Permittee or contractor performing the work for the Permittee at each street entrance to the excavation site shall post in clear view a sign not less than 36-inches by 36-inches with minimal 2-inch black letters on a white high intensity reflective background. The sign shall conform to the Texas Manual on Uniform Traffic Control Devices and set forth the name of the Permittee, the General Permit number and the Permittee's address and emergency telephone number.

§ 40-164. Permit applications for a General Permit shall be filed at the Engineering Services Branch of the City of Houston Public Works and Engineering Department at 3300 Main Street, Houston, Texas, or such other place as may be specified by the Director. Application forms will be made available on the City's Internet Website and at the place where applications are to be filed. To the extent technically feasible,

Applicants may file their applications by email. ; however, an original paper application must be provided to the City Engineer before the Permit will be issued.

§ 40-164. (5)

The Permittee must identify, at the time of making application, contractors that they anticipate will be performing work on their behalf while the permit is active. The Permittee will be responsible for sending the City an updated list of contractors that will be performing excavations on their behalf. The updated list should be addressed to City of Houston, Engineering Services Branch, Public Works and Engineering Department, 3300 Main Street, Houston, Texas 77002, or other such location as may be specified by the Director.

§ 40-165(2). Notices to commence an excavation shall be made to the City Engineer 72- 48 business hours in advance (Monday – Friday ~~8:00am through 4:30pm~~ except City observed holidays) of initiating work by completing a "Notice to Commence Work form" that will be made available on the City's Internet Website or at the place where applications are to be filed. To the extent technically feasible, Permittee may file their Notice by email or by facsimile to 713-_____.

CONSTRUCTION REQUIREMENTS

A. General Conditions

The following general conditions apply to Excavations.

1. Protection of Existing Improvement

- a. The Permittee shall at all times take proper precautions and be responsible for the protection of existing street and alley surfaces, driveway culverts, street intersection culverts or aprons, irrigation systems, mail boxes, driveway approaches, curbs, gutters, and sidewalks and all other identifiable installations that may be encountered during the work.
- b. The Permittee shall at all times take proper precautions for the protection of existing utilities, the presence of which are known or can be determined by field locations of the utility companies.
- c. Existing improvements to adjacent property such as landscaping, fencing, utility services, driveway surfaces, etc., that are not to be removed shall be protected from injury or damage resulting from the Permittee's work.
- d. The Permittee shall keep photographs of the site prior to commencement of work to provide a record of preexisting conditions.
- e. The Permittee shall at all times take proper precautions for the protection of property pins/corners and survey control monuments encountered during construction. A registered land surveyor at the Permittee's expense shall replace any damaged or disturbed survey markers.
- f. The repair of any damaged improvements as described above shall be the responsibility of the Permittee.
- g. The Permittee shall make adequate provisions to assure that traffic and adjacent property owners experience no more than a minimum of inconvenience.

2. Temporary Surfaces Required

Where a temporary surface is required, the temporary installation and maintenance thereof shall be the responsibility of the Permittee until the permanent surface is completed and accepted. The surface shall be either a hot mix or cold mix paving material or steel plate. Temporary surfaces shall be compacted, rolled smooth and sealed to prevent degradation of the repair and existing structures during the temporary period. Steel plating may be utilized for a period not to exceed 4 days unless specified differently as part of the Permit.

3. Work to be Done in Expedient Manner

All work shall be done in an expedient manner. Repairs shall be made as rapidly as is consistent with high quality workmanship and materials. Use of fast setting concrete and similar techniques are encouraged whenever possible without sacrificing the quality of repair. Completion of the work including replacement of pavement and cleanup shall normally be accomplished within 14 days after the repair work or activity involving the cut is commenced. Extension of time for completions shall be with the written approval of the City Engineer and noted on the Permit. If the repairs are not completed in the

allotted time, the City has the right to repair the street at the Permittee's expense, as provided in Section 40-158 of the Ordinance.

B. Street Restoration

All restoration shall be performed in compliance with provisions of the City of Houston Department of Public Works and Engineering Design Manual.

C. Traffic Signals

Whenever any restoration is to be performed within 500 feet of a signalized intersection, special care and coordination must be exercised to avoid damage to any traffic signal components. ~~approval from the Traffic Signal Maintenance Section of the Public Works and Engineering Department (713-803-3000) must be obtained as part of the application. The approval will be in the form of an agreement signed by the Permittee and the Traffic Signal Maintenance Section representative on a form depicting the intersection layout and traffic control utilities (loops, stub outs, pull boxes, conduits, etc.) that will be affected by planned street restoration. T~~In addition, the Permittee may be required to provide modified traffic signal timing parameters, at its cost, by a licensed Professional Engineer.

~~In addition to any other notices required under the Ordinance or Rules, the Permittee must notify the Traffic Signal Maintenance Section not less than 72 hours prior to commencing the work. The notification should include specific information pertaining to location, scope, and duration of planned Excavation. The Traffic Signal Maintenance Section will subsequently determine if a joint meeting between the Permittee and Traffic Signal Maintenance Section is required. The Permittee must notify Traffic Signal Engineering Section 48 hours prior to start of work to modify or adjust the programming parameters controlling the traffic signal operation if deemed necessary by Traffic Signal Engineering.~~

The Permittee is responsible to repair or replace at its own expense any damage to the traffic control resources, including but not limited to vehicle loops, home-runs, stub-outs, conduits, risers, and cabinet. The Permittee must hire experienced and qualified personnel and restore the signal to its original operational function. All materials, labor, and procedures must be according to the specifications of the City's Traffic Management and Maintenance Branch.

Should the proposed scope of work conflict with the existing traffic resources (signals, signs, markings), the Permittee is responsible for identifying and implementing any and all temporary measures (outside the controller box) required to continue traffic control operations during construction in accordance with the Texas Manual on Uniform Traffic Control Devices and the City's traffic engineering guidelines. These measures as well as the traffic management plan are to be approved by the City's Traffic Engineer.

D. Traffic Markings

Traffic markings that were removed or damaged during the Excavation process must be replaced with the same product or current City standard that is existing on the road. In addition, new markings must be installed prior to and beyond the Excavation area to provide the proper consistent visibility to the motorist. These

boundaries may extend to the nearest intersection on both sides of the excavated site.

Temporary markings must be in place at all times when the site is open to traffic. The permanent markings must be replaced immediately after the Excavation is completely restored. The Permittee must hire a firm specializing in the application of traffic markings, and all materials, labor and procedure must be according to the standard specifications of the City's Traffic Management and Maintenance Branch. The Permittee is responsible for all costs.

E. Testing

1. Description

The Permittee shall provide material testing for each phase of the work at no cost to the City.

2. Laboratory and Technician Qualification Requirements

Laboratories shall have current accreditation by the American Association for Laboratory Accreditation (A2LA). Material tests shall be taken by technicians with current certifications as follows:

Soil and aggregates: National Institute for Certification in Engineering Technologies (NICET) Level II

Portland Cement Concrete: (NICET) Level II or American Concrete Institute (ACI) Level I

Asphalt Concrete: (NICET) Level II or Texas Department of Transportation TxDOT Level IA (Plant Inspection), Level 1B (Field Inspection)

3. Frequency and Types of Tests

The following testing frequencies shall be followed. The number of tests required may be adjusted for large projects when different frequencies are provided in individual standard specification sections if approved by the City Engineer.

1. Minimum Horizontal Frequencies for Density Tests:

- a. Utility Trenches—One test per 100 linear feet per lift for each utility trench.
- b. Utility Hole, Manhole, or Valve Box—One test per lift.

2. Construction Activities Tests:

- a. Backfill—One test for every 2 vertical feet and 100 linear feet or fraction thereof, with at least one test per lift.
- b. Cement Stabilized Sand—Testing as directed by City Engineer.
- c. Concrete Pavement, Curbs, Gutters, and Sidewalks—Four compressive test specimens per each 100 cubic yards or portion thereof.
- d. Asphalt Concrete Pavement:
 1. Asphalt Content—One test per 500 tons or fraction thereof of mix produced with a minimum of one test per day's placement.
 2. Aggregate Gradation—One test per 500 tons or fraction thereof of mix produced with a minimum of one test per day's placement.

3. In-Place Density—One test per 500 tons or fraction thereof of mix placed with a minimum of one test per day's placement.
- e. Base Course Materials:—One test per 400 lane feet with no fewer than 2 tests per Excavation.

F. City Inspection/Certificate of Completion

All construction work within the public rights-of-way shall be subject to Inspection by the City Engineer and/or third party Inspection. It shall be the responsibility of the Permittee to provide safe access for the inspector to perform the required Inspections.

Upon completion and receipt of affirmation of Inspection and successful execution of required tests, the City will issue a Certificate of Completion. Upon issuance of the Certificate, the warranty period provided in the Ordinance will commence.

G. Warranty Inspection

The City will inspect the work prior to expiration of the warranty period. If deficient work is found, Permittee shall correct work as provided by Ordinance.

Street Cut Permitting Process
Revisions to the City of Houston
Design & Construction Standards

DESIGN MANUAL REVISIONS

CHAPTER 1 GENERAL REQUIREMENTS

- Incorporate reference to "Excavation in the Public Way" ordinance

CHAPTER 3 GRAPHIC REQUIREMENTS

- Revise graphic standards for existing and proposed improvements

CHAPTER 12 STREET CUT REQUIREMENTS

- New chapter defines detailed design requirements for street cuts

STANDARD SPECIFICATIONS

**SECTION 02763 PREFORMED DURABLE PAVEMENT MARKING AND
REFLECTORIZED PAINT**

- Require longitudinal markings to extend to nearest intersections

SECTION 02951 PAVEMENT REPAIR AND RESURFACING

- Incorporate street cut definitions
- Require permit and notification before commencement of construction
- Incorporate references to standard details

STANDARD DETAILS

DRAWING NO. 02902-01 PAVEMENT REPAIR DETAILS

- Revise detail to refer to street cut details for limits of paving repair and replacement

DRAWING NO. 02951-01 STREET CUT DETAILS

- Incorporate new standard details for minimum street cut limits of paving

REVISED 02/09/01

EPAHO092001374

City of Houston

Design Manual

Chapter 1

GENERAL REQUIREMENTS

Chapter 1**GENERAL REQUIREMENTS****1.01 CHAPTER INCLUDES**

- A. Research and submittal requirements for projects inside the city limits of Houston or within Houston's extraterritorial jurisdiction (ETJ).

1.02 REFERENCES

The following references should be reviewed in conjunction with this manual:

- A. City of Houston Flood-Prone Areas, Chapter 19 of the Code of Ordinances, latest revision.
- B. Article IV, Chapter 33, City Surveys, of the Code of Ordinances, latest revision.
- C. City of Houston Subdivisions, Developments and Platting Requirements, included in Chapter 42 of the Code of Ordinances, latest revision.
- D. Article V, Chapter 40, Excavation in the Public Way, of the Code of Ordinances, latest revision.
- E. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes.
- F. City of Houston Standard Specifications and Standard Details, latest revision.
- G. Rules and Regulations published by Texas Natural Resource Conservation Commission (TNRCC).
 - 1. TNRCC, Water Utilities Division, Rules and Regulations for Public Water Systems, latest revision.
 - 2. TNRCC, Design Criteria for Sewerage Systems, Texas Administrative Code, Chapter 317, latest revision.
- H. State of Texas Engineering Practice Act.
- I. State of Texas Professional Land Surveying Practices Act.

J. Storm Water Management Handbook for Construction Activities, Latest Edition as Prepared by Harris County, Harris County Flood Control District (HCFCD), and City of Houston.

K. Harris County Public Infrastructure Department's Rules and Regulations.

1.03 DEFINITIONS

A. City Engineer - The authorized representative of the City, or his designee, having approval authority for privately-funded projects, or having authority for administration of design and construction contracts for the City.

B. Review Authorities - The authorized representatives of City departments, divisions, or sections responsible for reviewing and approving calculations and drawings for privately-funded projects and for design and construction contracts with the City.

C. Drawings - Plan, profile, detail, and other graphic sheets to be used in a construction contract which define character and scope of the project.

D. Design Analysis - Narratives and calculations necessary to support design of a project.

E. Professional Engineer - An engineer currently licensed and in good standing with the Texas Board of Professional Engineers.

F. Professional Land Surveyor - A surveyor currently registered and in good standing with State of Texas Board of Professional Land Surveying.

G. Specifications - City of Houston Standard Specifications plus project-specific narrative descriptions of procedures, requirements, and materials for a particular project.

1.04 PLAT AND CONSTRUCTION DRAWING REVIEW PROCESS

A. Review of plat and construction drawings by the Department of Public Works and Engineering is a required part of the overall platting process under purview of the City Planning Commission and the Planning and Development Department of the City of Houston.

B. The process to be followed in submitting documents for review and approval of water, wastewater, storm drainage, and street paving is described by the flowchart depicted in Figure 4.1, Review and Approval Process for Plats and Drawings.

- C. Utility and paving construction in projects requiring subdivision plats is not permitted until the final plat has been released. Plat release by Department of Public Works and Engineering is authorized by signature of the Director, or his designee, on final design drawings.
- D. Construction of utilities and paving in projects not requiring a subdivision plat is not permitted until final design drawings are approved and signed by the Director, Department of Public Works and Engineering, or his designee.
- E. Signature of the Director, Department of Public Works and Engineering, or his designee, on final design drawings for utilities which are intended to remain private, does not infer acceptance of the City for ownership or maintenance or operation of facilities indicated on the drawings.

1.05 SUBMITTALS

A. Submittal Procedures.

- 1. To obtain review of final design drawings for both publicly-funded and privately-funded projects, first submit drawings to the Public Works and Engineering Plan Review Center for assignment of a log number before review will commence. The log number will remain in effect for one year.
- 2. Once a log number is assigned, reference the number in all correspondence relating to that project.
- 3. Obtain and complete plan review application forms for each review phase when the project is logged in. The same log number will be used for all review phases of each project unless review of a subsequent phase is delayed by over one year.
- 4. Plan Review Center personnel will process reviews through appropriate review teams in the Department of Public Works and Engineering.
- 5. If a project has begun the review process but becomes inactive for a period of 12 months from the date of the last correspondence, the project will be considered stopped, and the log number inactivated. Upon submittal of a project document for review following the 12-month inactivity period, a new log number will be assigned and the review process re-initiated.
- 6. The City has a weekly one-day walk-through procedure for the signature stage of small projects. Instruction sheets for this procedure may be obtained in the Plan Review Center.

CITY OF HOUSTON

Department of Public Works & Engineering

DESIGN MANUAL

General Requirements

7. Projects involving construction of privately owned facilities require review and approval of any connection to a public water line, sanitary sewer, or storm sewer or to a public street, using the process defined in this manual.

B. Preliminary Design.

1. Privately-funded Projects: Submit one set of the preliminary overall design concept with supporting evidence as described in paragraph 1.07 and paragraph 1.08.
2. Design Contracts with the City: Submit documents in accordance with requirements of the professional engineering services contract.

C. Final Design.

1. Privately-funded Projects:
 - a. Submit one set of the final design drawings with prints containing preliminary review comments.
 - b. For complex projects, it is recommended that a copy of the City review comments on the preliminary drawings be returned with the revised final design drawings.
2. Design Contracts with the City:
 - a. Submit documents in accordance with requirements of the professional engineering services contract.
 - b. Submit a copy of the City review comments on the preliminary drawings.

D. Signature Stage.

1. Submit original tracings with prints containing previous review comments.
2. Specification submittals:
 - a. Submit final design specifications for review on all City funded projects.
 - b. Provide notes on plans for all privately funded projects stating that all facilities shall be constructed in accordance with City of Houston Standards.
3. On City projects, submit final computer-generated drawing files in acceptable electronic media including vicinity maps, right-of-way drawings, construction drawings, or other

CITY OF HOUSTON

Department of Public Works & Engineering

DESIGN MANUAL

General Requirements

information pertinent to the project. Submit surveyor's field book and electronic data in accordance with Chapter 2, Survey Requirements.

4. On privately funded projects, submit final computer generated drawing files in acceptable electronic media including plat, right-of-way maps, and construction drawings. Scanned images may be acceptable if project is less than 3 sheets.

1.06 QUALITY ASSURANCE

- A. Have surveying and platting accomplished under direction of a Professional Land Surveyor.
- B. Have recording documents sealed, signed, and dated by a Professional Land Surveyor.
- C. Have calculations prepared by or under the direct supervision of a Professional Engineer trained and licensed in disciplines required by the project scope.
- D. Have final design drawings sealed, signed, and dated by the Professional Engineer responsible for development of the drawings.

1.07 RESEARCH REQUIREMENTS

- A. Research existing utility and right-of-way information with the City departments listed below. Present and discuss the concept of the project with these same departments.
 1. Department of Aviation
 2. Department of Public Works and Engineering
 - a. Capital Projects Division
 - b. Construction Division, File Room Section
 - c. Maintenance and Right-of-Way Division, Traffic Management and Maintenance Branch
 - d. Public Utilities Division, Utility Analysis Section
 3. Planning and Development Department
 4. Parks and Recreation Department
 5. Finance and Administration Department, Franchise Administration

- B. Research existing utilities and rights-of-way or easements for conflicts with the following public and private organizations:
1. Texas Department of Transportation
 2. Harris County Public Infrastructure Department
 3. Harris County Toll Road Authority
 4. Other County Governments
 5. Franchise Holders:
 - a. Reliant Energy - Entex
 - b. Reliant Energy - HL & P
 - c. Southwestern Bell Telephone
 6. Cable television and data companies
 7. Other utility companies:
 - a. Utility districts
 - b. Private utilities/franchises
 - c. Railroad companies
 - d. Pipeline companies
- C. Verify that no restrictions or conflicts exist that will prevent approval and permitting of the project.

1.08 DESIGN REQUIREMENTS**A. Preliminary Design.**

1. Privately-funded Projects:
 - a. Prior to preliminary design submittal, City reviewers are available to discuss alternate solutions for project elements where alternate designs may be considered.

- b. Provide the City Engineer with drawings in sufficient detail to describe the proposed improvements. Include proposed materials, if different from materials approved by the City. Identify any problems or conflicts associated with the project. Information furnished must be in sufficient detail for the City Engineer to assess whether the design meets current City design standards.
- c. Provide rights-of-way and easement requirements for the project.

2. Design Contracts with the City:

- a. Participate in preliminary conferences with the City Engineer outlining the scope of work and extent of the preliminary report.
- b. Prepare preliminary engineering studies and designs based upon the scope of work and as outlined in the professional engineering services contract with the City.
- c. Prepare the contractually specified number of copies of preliminary layouts, sketches, reports, and calculations supporting the preliminary layouts. Prepare alternate solutions, where applicable to the project, and include the engineer's specific recommendations.
- d. Prepare preliminary cost estimates for primary and alternate solutions of the proposed construction.
- e. Participate in conferences with the City to determine final design.
- f. When required by the professional services contract, provide detailed soils and geotechnical investigations to support proposed construction of utilities and paving.
- g. Provide required real estate, rights-of-way, and easement requirements for the project.

B. Final Design.

1. Privately-funded Projects:

- a. Revise design to reflect comments of the City Engineer and review authorities. Include design calculations to support proposed improvements.
- b. Provide review prints to the City Engineer and review authorities for verification and compliance with prior review comments.

- c. Obtain required signatures from governmental agencies (other than the City of Houston) and private utility companies prior to requesting signature by the City.
 - d. Include the following note on construction drawings - "Contractor shall notify the City of Houston, Department of Public Works and Engineering (713-837-7000) hours before starting work on this project."
- 2. Design Contracts with the City:
 - a. Furnish the City, where applicable, engineering data necessary for applications for routine permits required by local, state, and federal authorities.
 - b. Prepare detailed final design drawings and specifications in compliance with comments received from the City subsequent to the review of the preliminary design.
 - c. Prepare detailed cost estimates and proposal forms for the authorized project.
- C. Original Tracings.
 - 1. Approved drawings for projects within the city limits will be assigned a City drawing number and must be filed in the City file room prior to issuance of a permit for construction. Tracings will become property of the City and will remain on file in the file room for use by any person who may be interested in the project.
 - 2. Approved drawings for projects outside of city limits and within the City ETJ will be returned to applicant.

END OF CHAPTER

City of Houston

Design Manual

Chapter 3

GRAPHIC REQUIREMENTS

FIGURE 3.1
EXISTING IMPROVEMENTS
PLAN VIEW

TEXT FOR EXISTING IMPROVEMENTS SHALL NOT BE SMALLER THAN 60 LEROY

		WT	LC
ROW		3	0
PROPERTY LINE		3	0
THEORETICAL PROPERTY LINE		3	0
LOT LINES		1	0
EASEMENT LINE		0	2
CENTER LINE OF ROW		0	4
TRANSIT LINE		0	0
EDGE OF DITCHES		0	0
CENTER LINE OF DITCHES		0	2
EDGE OF DITCHES		0	0
FENCE LINE, WOOD		0	0
FENCE LINE, BARBED WIRE		0	0
FENCE LINE, CHAIN LINK		0	0
FENCE LINE, HOG WIRE		0	0
EDGE OF CONCRETE		0	0
CURBE LINE		0	0
EDGE OF ASPHALT		0	0
EDGE OF SHELL OR GRAVEL		0	2
DIMENSION LINE		0	0
AERIAL POWER LINE		0	0
UNDERGROUND POWER LINE		0	6
GAS LINE		0	1
MISC UNDERGROUND LINES		0	3

WT	K & E PEN NO.	LINE WEIGHT/WIDTH	METRIC
0	0	0.014"	0.35mm
1	1	0.020"	0.50mm
2	2	0.024"	0.60mm
3	3	0.031"	0.80mm
4	6	0.055"	1.40mm

LEGEND:
WT LINE WEIGHT
LC LINE CODE

FIGURE 3.1 (COUNTINUED)
EXISTING IMPROVEMENTS
PLAN VIEW

TEXT FOR EXISTING IMPROVEMENTS SHALL NOT BE SMALLER THAN 60 LEROY

		WT	LC
PIPELINE	..... (IDENTIFY PIPELINE USE)	0	1
CONDUIT	..... (IDENTIFY CONDUIT USE)	0	2
CABLE TV	.....	0	2
MATCH LINE	.....	3	0
RAILROAD LINE	.....	0	0
WATER LINE	..... 24" (AND SMALLER) WATER	0	7
	..... 30" (AND LARGER) WATER		
WASTEWATER LINE	..... 24" (AND SMALLER) WASTEWATER SEWER	0	3
	..... 30" (AND LARGER) WASTEWATER SEWER		
STORM SEWER LINE	..... 24" (AND SMALLER) STORM SEWER	0	0
	..... 30" (AND LARGER) STORM SEWER		
IRON PIPE OR IRON ROD MONUMENTS	..... 3/4" IP	0	0
POINT OF INTERSECTION (PI)	.....	0	0
POINT OF CURVE (PC)	.....	0	0
POINT OF TANGENCY (PT)	.....	
UTILITY POLE	.....	0	0
UTILITY POLE W/DOWN GUY	.....	0	0
GAS METER	..... GM	0	0
GAS VALVE	..... GV	0	0
MISC UNDERGROUND PIPELINE LABEL	A2	0	0

WT	K & E PEN NO.	LINE WEIGHT/WIDTH	METRIC
0	0	0.014"	0.35mm
1	1	0.020"	0.50mm
2	2	0.024"	0.60mm
3	3	0.031"	0.80mm
4	6	0.055"	1.40mm

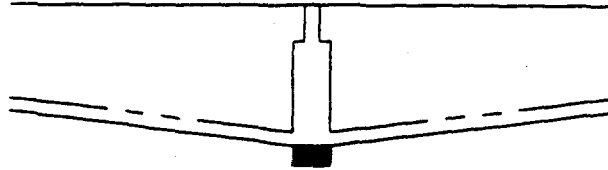
LEGEND:

WT LINE WEIGHT
LC LINE CODE

FIGURE 3.1 (COUNTINUED)
EXISTING IMPROVEMENTS
PROFILE VIEW

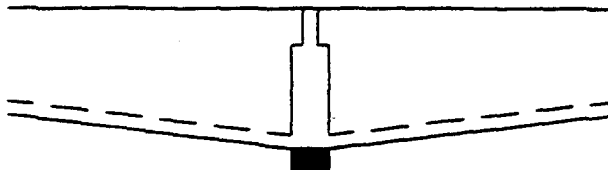
TEXT FOR EXISTING IMPROVEMENTS SHALL NOT BE SMALLER THAN 60 LEROY

POWERLINE MANHOLE



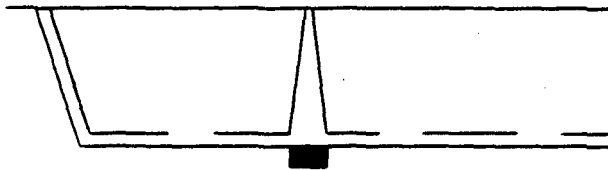
WT	LC
1	6

COMMUNICATIONS MANHOLE



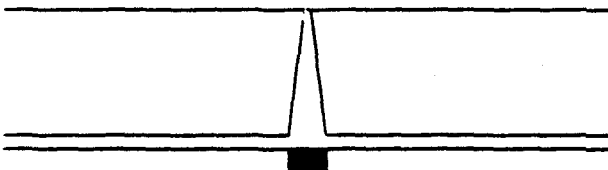
WT	LC
1	2

SANITARY SEWER MANHOLE
& CLEANOUT



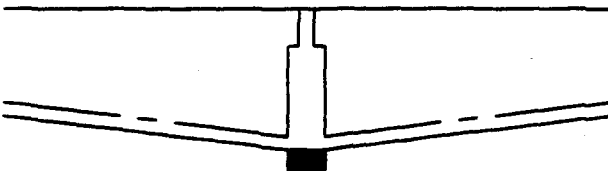
WT	LC
1	3

STORM SEWER MANHOLE



WT	LC
1	0

WATER LINE MANHOLE



WT	LC
1	7

WT	K & E PEN NO.	LINE WEIGHT/WIDTH	METRIC
0	0	0.014"	0.35mm
1	1	0.020"	0.50mm
2	2	0.024"	0.60mm
3	3	0.031"	0.80mm
4	6	0.055"	1.40mm

LEGEND:

WT LINE WEIGHT
LC LINE CODE

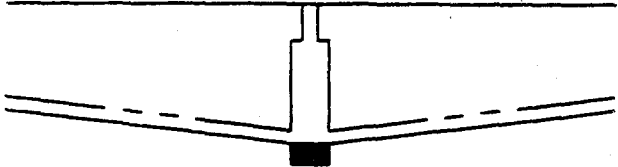
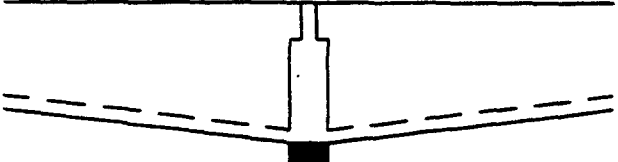
FIGURE 3.2 (CONTINUED)
PROPOSED IMPROVEMENTS
PRIVATE UTILITIES
PLAN VIEW

TEXT FOR EXISTING IMPROVEMENTS SHALL NOT BE SMALLER THAN 60 LEROY

		WT	LC
PIPELINE	_____ (IDENTIFY PIPELINE USE) _____	3	7
CONDUIT	_____ (IDENTIFY CONDUIT USE) _____	3	7
CABLE TV	_____	3	7

PROPOSED IMPROVEMENTS
PRIVATE UTILITIES
PROFILE VIEW

TEXT FOR EXISTING IMPROVEMENTS SHALL NOT BE SMALLER THAN 60 LEROY

		WT	LC
ELECTRIC MANHOLE		3	7
COMMUNICATIONS MANHOLE		3	7

WT	K & E PEN NO.	LINE WEIGHT/WIDTH	METRIC
0	0	0.014"	0.35mm
1	1	0.020"	0.50mm
2	2	0.024"	0.60mm
3	3	0.031"	0.80mm
4	6	0.055"	1.40mm

LEGEND:
WT LINE WEIGHT
LC LINE CODE

City of Houston

Design Manual

Chapter 12

STREET CUT REQUIREMENTS

Chapter 12

STREET CUT REQUIREMENTS**3.01 CHAPTER INCLUDES**

- A. Criteria for street pavement cuts, excavation, backfill, and pavement restoration in Public Ways.
- B. This chapter applies to excavation under paved surfaces in Public Ways which have been improved for street, sidewalk, surface drainage, or related public transportation infrastructure.

1.02 REFERENCES

- A. Refer to the list of references in Chapter 1, General Requirements.
- B. City of Houston Procedural Guidelines for Planning and Permitting of Excavations in Public Ways, latest revision.

1.03 DEFINITIONS

- A. Excavation - An activity that disturbs, alters, or penetrates any portion of the public way that has been improved for street, driveway, sidewalk, surface drainage, or related public transportation infrastructure purposes. The term includes but is not limited to cutting, tunneling, jacking and boring, backfilling, restoring, and repairing the public way. The term does not include a transportation improvement; however, it does include excavations that are undertaken for the improvement or maintenance of publicly owned utility systems, such as water and wastewater lines and facilities.
- B. Backfill - Excavation fill material that meets city specified quality requirements or the placement thereof.
- C. Facility - Any structure, device, or other thing whatsoever that may be installed or maintained in, on, within, under, over or above a public way by an excavation.
- D. Five-Year CIP - Street improvement projects included in a Capital Improvement Program by the City of Houston, Harris County, METRO, TxDOT, or other organization for construction.
- E. Hole - Excavation in the Public Way with the excavation having a length less than the width of the pavement.

- F. Patch - Method of pavement replacement that is temporary in nature. A patch consists of: (1) the compaction of the subbase and aggregate base, and (2) the replacement, in kind, of the existing pavement for a minimum of two feet beyond the edges of the excavation in all directions. A patch is full restoration only when the pavement is included in the City of Houston's Five Year Capital Improvement Plan.
- G. Public Way - Any public street right-of-way located in the city, including the entire area between the boundary lines of every way (including but not limited to roads, streets, alleys, highways, boulevards, bridges, tunnels, or similar thoroughfares), whether acquired by purchase, grant, or dedication and acceptance by the city or by the public that has been opened to the use of the public for purposes of vehicular travel.
- H. Restoration - The process by which an excavated public way and surrounding area, including pavement and foundation, is returned to the same condition that existed before excavation.
- I. Trench - An excavation in the pavement with the excavation having a length equal to or greater than the width of the pavement.
- J. Two-year CIP - Street improvement projects included in a Capital Improvement Program by the City of Houston, Harris County, METRO, TxDOT, or other organization for construction.

1.04 DESIGN REQUIREMENTS

- A. Design project so that restoration returns public way to the same condition that existed prior excavation. Base minimum limits and methods required for restoration on the following Standard Details:

02902.01 SHEETS 1 AND 2 OF 2 - PAVEMENT REPAIR DETAILS

02951.01 SHEET 01 OF 02 - STREET CUT PAVEMENT REPLACEMENT:
0-5 YEAR PAVEMENT

02951.01 SHEET 02 OF 02 - STREET CUT PAVEMENT REPLACEMENT:
OVER 5 YEAR OLD PAVEMENT

- B. Comply with requirements of Paragraph 6.08A., OPEN CUT CONSTRUCTION IN STREET PAVEMENT, for all open-cut construction including excavation for auger or directional drilling insertion pits.
 - 1. Saw cut existing pavements along lines parallel to and perpendicular to traveled way center lines unless otherwise approved by the City Engineer.
 - 2. For concrete pavements, conform to requirements of Paragraphs 10.04, K., 5., 10., and 11.

~~C. Excavations under pavement shall have vertical walls and shall comply with State Trench Safety Requirements. Depth shall be based on the recommendations of a geotechnical engineer.~~

C. D. Prepare plan sheets for all excavations that identify and locate all existing underground facilities. These plan sheets shall be in the form of specific drawings or verification statements that the facilities have been identified, located and marked by the following entities:

Texas Underground Facility Notification Corporation

City of Houston's Public Utilities (water, sewer)

City of Houston's Traffic Signal Section (traffic signal)

City Engineers may require plan and profile drawings if necessitated due to the complexity of the excavation or previous non-compliance with facility location procedures.

~~D. Prepare plan and profile sheets for projects with conduits, duct banks or pipelines over 1".~~

D. E. Plan view sheets shall show, at a minimum, the following information for the project area:

1. Topographical features.
2. Existing public and private utilities.
3. Significant landscaping or other structures which might impact construction or construction related activities.
4. Location and dimensions of proposed surface cuts.
5. Location and depth of existing and proposed mains, cables, conduits, switches, and related equipment and facilities.
6. Use baseline offsets from property lines, centerline of the public way, or curb lines; or a coordinate system acceptable to the City.

E. F. Final drawings shall include a list City of Houston Standard Specifications and related standard details for excavation, bedding, backfilling and pavement repair and resurfacing.

1.05 QUALITY ASSURANCE

~~A. For projects which include conduits, duct banks or pipelines over 1", have final design drawings sealed, signed, and dated by the Professional Engineer responsible for development of the drawings.~~

A. For projects that include plans and profile sheets as required by the City Engineer, final design drawings will comply with the rules Established by the Texas State Board of Professional Engineers.

City of Houston

Design Manual

STANDARD SPECIFICATIONS

Section 02763

**PREFORMED DURABLE PAVEMENT
MARKING AND REFLECTORIZED PAINT**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Durable retroreflective preformed pavement markings.
- B. ReflectORIZED paint for median nose and curb.

1.02 MEASUREMENT AND PAYMENT

- A. Unit Prices.
 - 1. Payment for linear pavement markings is on a linear foot basis for each class and width, measured in place.
 - 2. Payment for words and symbols is for each word or symbol.
 - 3. Payment for railroad crossing markings, to include stop line and two transverse lines, is for each crossing marked.
 - a. For multi-lane approaches to railroad crossings, the solid 8-inch lane lines will be measured in linear feet, complete in place.
 - 4. Payment for reflectORIZED paint is on a linear foot basis for each height and width of curb, measured in place.
 - 5. Refer to Section 01270 - Measurement and Payment for unit price procedures.
- B. Stipulated Price (Lump Sum). If the Contract is a Stipulated Price Contract, payment for work in this Section is included in the total Stipulated Price.

1.03 REFERENCES

- A. ASTM D 638 - Test Method for Tensile Properties of Plastics.
- B. ASTM D 4061 - Test Method for Flexible Cellular Materials Sponge or Expanded Materials.
- C. ASTM E 97 - Test Method for 45 - Degree, 0 Degree Directional Reflectance Factor of Opaque Specimens by Broad Beam Filter.

- D. ASTM E 303 - Method of Measuring Surface Frictional Properties Using the British Pendulum Tester.
- E. TxDOT - Texas Manual on Uniform Traffic Control Devices for Streets and Highways.

1.04 DURABLE PAVEMENT MARKING DEFINITIONS

- A. Class I - Preformed pavement markings suitable for longitudinal and word and symbol markings on roadways with high volume traffic.
- B. Class II - Preformed patterned pavement markings with minimum retained retroreflectivity, suitable for longitudinal and word and symbol markings on roadways with high volume traffic.
- C. Class III - Preformed pavement markings designed for use with liquid contact cement as words, symbols, lane lines, edge lines, channelizing lines, stop bars, and crosswalks on roadways with low to moderate volume traffic and low shear areas.
- D. Class IV - Preformed pavement markings with durable urethane topcoat suitable for word, symbols, crosswalks and stop bars on roadways with high volume traffic and in areas of high shear or abrasion.
- E. Class V - Preformed pavement markings suitable for longitudinal overlay markings on roadways with moderate, well channelized, free rolling traffic.

1.05 SUBMITTALS

- A. Submittals shall conform to requirements of Section 01330 - Submittal Procedures.
- B. Submit manufacturer's product data for each proposed class of marking material; primers, solvents, and adhesives; and installation instructions; for approval. Include certificate by manufacturer that each class of marking conforms to the requirements of this specification.
- C. Submit details of manufacturers replacement policy for each class of marking material.

1.06 DELIVERY AND STORAGE

- A. Deliver preformed plastic marking material in rolls or strips. Deliver words and symbols in precut convenient sizes to provide for ease in application. Ship word and symbol markers with easily removable protective liners.
- B. Store material in cool dry conditions until application.

PART 2 PRODUCTS

2.01 PREFORMED MARKINGS AND PAINTS

- A. Retroreflective Preformed Markings: White or yellow polymeric films with pigments conforming to standard highway colors. Glass beads shall be incorporated in film to provide immediate and continuing retroreflection.
- B. ReflectORIZED Paint for Curb: White or yellow conforming to the requirements of Federal Specifications TT-P-87, or equal, and applied according to the manufacturer's specifications.
- C. Quality performance characteristics shall be as given in Table 02763-1, Performance Characteristics of Preformed Durable Pavement Marking, located at the end of this Section.

2.02 ADHESIVES AND SOLVENTS

- A. Film shall be pre-coated with pressure sensitive adhesive capable of bonding markings to Portland cement concrete and asphaltic concrete pavements.
- B. Manufacturer shall identify suitable solvents or primers necessary for proper preconditioning pavements prior to application.

2.03 FABRICATION

- A. Manufacture markings to conform to color, shape, and size requirements of TxDOT, Texas Manual on Uniform Traffic Control Devices for Streets and Highways.

PART 3 EXECUTION

3.01 PREPARATION

- A. Prepare pavement surfaces and install markings in accordance with manufacturer's recommendations.
- B. Accurately locate and install approved markings to conform to classes, colors, lengths, widths, and configurations indicated on Drawings. In pavement restoration areas, continue longitudinal markings to nearest intersecting streets or as approved by the City Engineer.
- C. Apply line markings with a mechanical applicator capable of applying pavement lines in a neat, accurate, and uniform manner. Applicator shall be equipped with a film cut-off device. Apply words and symbols by hand so as to attain neat, accurate, and uniform results.
- D. Clean and repair surfaces to receive markings. Blast clean surfaces indicated on Drawings or where directed by City Engineer in accordance with requirements of Section 02762- Blast

Cleaning of Pavement. Do not clean Portland cement concrete pavements by grinding.

3.02 INLAID INSTALLATION ON ASPHALTIC CONCRETE PAVEMENTS

- A. This installation procedure applies to streets with new asphaltic concrete surfacing.
- B. Apply markings on newly placed compacted pavement having a temperature of between 125 to 155 degrees F and prior to final rolling.
- C. Inlay markings with a mechanical roller of sufficient weight to imbed preformed markers to a minimum depth of 60 percent and a maximum depth of 80 percent of material thickness. Roll while temperature of pavement is in a 125 to 155 degree F range.

3.03 SURFACE INSTALLATION

- A. This installation procedure applies to asphaltic concrete transition sections and streets with Portland cement concrete surfacing.
- B. Test pavement surface for moisture content prior to application of markings. Place an approximate 2 square foot sheet of clear plastic or tar paper on road surface and hold in place for 20 minutes. Immediately inspect the sheet for build up of condensed moisture. If sufficient moisture has condensed to cause water to drip from sheet, do not apply markings. Repeat test as necessary until adequate moisture has evaporated from pavement to allow placement.
- C. Observe manufacturer's recommended pavement and ambient air temperature requirements for application. If manufacturer has no temperature recommendations, do not install markings if pavement temperature is below 60 degrees F or above 120 degrees F.
- D. Prime pavement surface and apply markings as recommended by manufacturer.

3.04 FIELD QUALITY CONTROL

- A. Pavement markings shall present a neat, uniform appearance and shall be free of unsightly spread of excess adhesive. Markings shall be free of ragged edges and misshaped lines or contours.
- B. Markings shall adhere to pavement sufficiently to prevent lifting, shifting, smearing, spreading, flowing or tearing by traffic.
- C. Repair or replace improperly installed markers at no additional cost to the City.

3.05 CLEANING

- A. Keep project site free of unnecessary traffic hazards at all times.
- B. Clean area upon completion of work and remove rubbish from work site.

3.06 WARRANTY

- A. Contractor shall warrant material and labor for a period of 12 months from date of installation of markings. Immediately upon notification, replace portions of pavement marking lines or legends that have lifted, shifted or spread, lost daytime color, or nighttime retroreflectivity.

END OF SECTION

Table 02763-1
PERFORMANCE CHARACTERISTICS OF PREFORMED DURABLE PAVEMENT MARKINGS

		CLASS I		CLASS II		CLASS III		CLASS IV		CLASS V		TEST METHOD
		White	Yellow	White	Yellow	White	Yellow	White	Yellow	White	Yellow	
1.	Thickness without adhesive, mils, min.	60		65 (Peak) 20 (Valley)		60		60		12		Caliper Gauge
2.	Refractive index of beads, min.	--		1.5 Rubber 1.7 Surface*		1.5		1.5 & 1.9		1.7		Liquid Oil Immersion
3.	Init. retroreflectance (mcd. ft ⁻² . fc ⁻¹), min. ** @ 86.0°, 0.2° ** @ 86.5°, 1.0°	550 300	410 175	1100 700	800 500	550 300	410 175	700 400	500 300	960 650	680 470	ASTM D 4061
4.	Retained retroreflectance (mcd. ft ⁻² . fc ⁻¹), min. ** @ 86.5°, 1.0°	--	--	100		--	--	--	--	--	--	ASTM D 4061
5.	Init. skid resistance (avg.) -BPN	45		45		45		50		45		ASTM E 303
6.	Tensile strength (psi), min.	150		20		150		100		--	--	ASTM D 638***
7.	Percent elongation at break, min.	75		20		75		50		--	--	ASTM D 638***
8.	Daytime reflectance factor "Y" %, min.	65	36	65	36	65	36	65	36	65	36	ASTM E 97

* Tough Ceramic Beads.

** (Entrance Angle, Observation Angle).

*** Crosshead speed of 10-12 inches per minute when tested with a gap of 4 inches between jaws and 1" X 6" sample.

Section 02951

PAVEMENT REPAIR AND RESURFACING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Repairing and resurfacing streets, highways, driveways, sidewalks, and other pavements that have been cut, broken, or otherwise damaged during construction.

1.02 MEASUREMENT AND PAYMENT

- A. Unit Prices.
 - 1. No separate payment will be made for pavement repair and resurfacing under this Section. Include payment in unit price for work in appropriate sections.
 - 2. Refer to Section 01270 - Measurement and Payment for other unit price procedures.
- B. Stipulated Price (Lump Sum). If the Contract is a Stipulated Price Contract, payment for work in this section is included in the total Stipulated Price.

1.02 DEFINITIONS

- A. Five-Year CIP - Street improvement projects included in a Capital Improvement Program by the City of Houston, Harris County, METRO, TxDOT, or other organization for construction.
- B. Hole - Excavation in the pavement with the excavation having a length less than the width of the pavement.
- C. Patch - Method of pavement replacement that is temporary in nature. A patch consists of the compaction of the subbase and aggregate base, and the replacement, in kind, of the existing pavement for a minimum of two feet beyond the edges of the excavation in all directions.
- D. Trench - An excavation in the pavement with the excavation having a length equal to or greater than the width of the pavement.
- E. Two-year CIP - Street improvement projects included in a Capital Improvement Program by the City of Houston, Harris County, METRO, TxDOT, or other organization for construction.

PART 2 PRODUCTS

2.01 MATERIALS

A. Subgrade:

1. Provide backfill material as required by applicable excavation and fill sections (Sections 02315 through 02319) and Section 02330 - Embankment.
2. Provide material for stabilization as required by applicable portions of Section 02336 - Lime Stabilized Subgrade, Section 02337 - Lime/Fly-Ash Stabilized Subgrade, and Section 02338 - Portland Cement Stabilized Subgrade.

B. Base: Provide base material as required by applicable portions of Section 02711 - Hot Mix Asphaltic Base Course, Section 02712 - Cement Stabilized Base Course, and Section 02713 - Crushed Concrete Base Course.

C. Pavement: Provide paving materials as required by applicable portions of Section 02741 - Asphaltic Concrete Pavement, Section 02751 - Concrete Paving, Section 02754 - Concrete Driveways, and Section 02771 - Curb, Curb and Gutter, and Headers, and Section 02775 - Concrete Sidewalks.

PART 3 EXECUTION

3.01 PREPARATION

- A. Obtain Street Cut Permit and notify City Engineer 72 hours before commencement of construction operations.
- B. Conform to requirement of Section 02221 - Removing Existing Pavements and Structures, for removals.
- C. Saw cut pavement 18 inches wider than width of trench needed to install utilities unless otherwise indicated on Drawings.
- D. Protect edges of existing pavement to remain from damage during removals, utility placement, backfill, and paving operations. For concrete pavement, leave and protect minimum of 18 inches of undisturbed subgrade on each side of trench to support replacement slab.

3.02 INSTALLATION

- A. Parking Areas, Service Drives, Driveways, and Sidewalks: Replace with material equal to or better than existing or as indicated on Drawings and City of Houston Standard Detail 02951.01. Conform to applicable requirements of sections referenced in Paragraph 2.01, Materials.
- B. Street Pavements and Curbs, Curbs and Gutters: Replace subgrade, base, and surface course with like materials or as indicated on Drawings and City of Houston Standard Detail 02951.01. Curbs and curbs and gutters shall match existing. Conform to requirements of sections referenced in Paragraph 2.01, Materials.
- C. For concrete pavement, install size and length of reinforcing steel and pavement thickness indicated on Drawings and City of Houston Standard Detail 02951.01. Place types and spacing of joints to match existing or as indicated on Drawings.
- D. Where existing pavement consists of concrete pavement with asphaltic surfacing, resurface with minimum 2-inch depth asphaltic pavement.
- E. Repair State highway crossings in accordance with TxDOT permit and within 1 week after utility work is installed.

3.03 WASTE MATERIAL DISPOSAL

- A. Dispose of waste material in accordance with requirements of Section 01576 - Waste Material Disposal.

3.04 PROTECTION

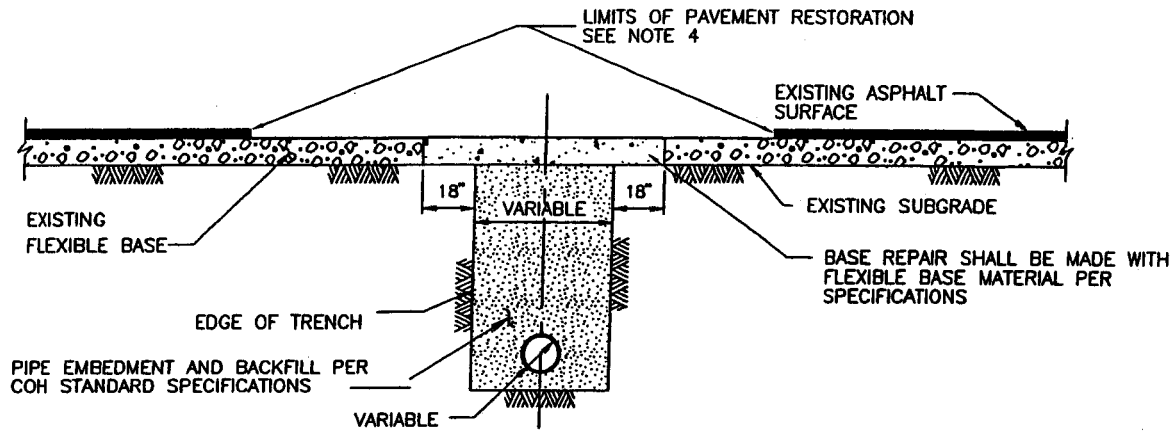
- A. Maintain pavement in good condition until completion of the Work.
- B. Replace damaged pavement.

END OF SECTION

City of Houston

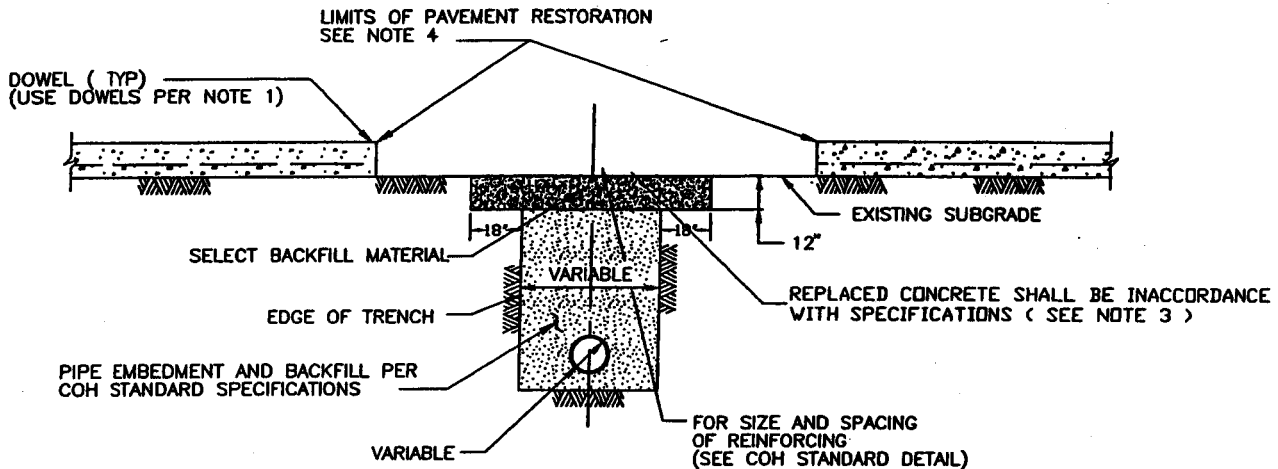
Design Manual

STANDARD DETAILS



SECTION (A)

REPAIR OF FLEXIBLE BASE PAVEMENT



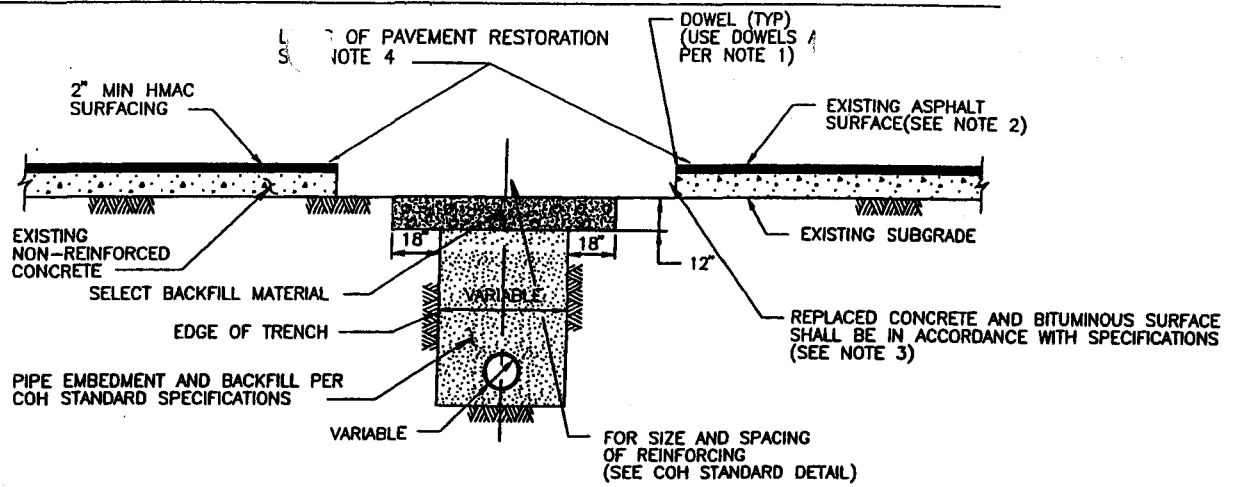
SECTION (B)

REPAIR OF REINFORCED CONCRETE PAVEMENT

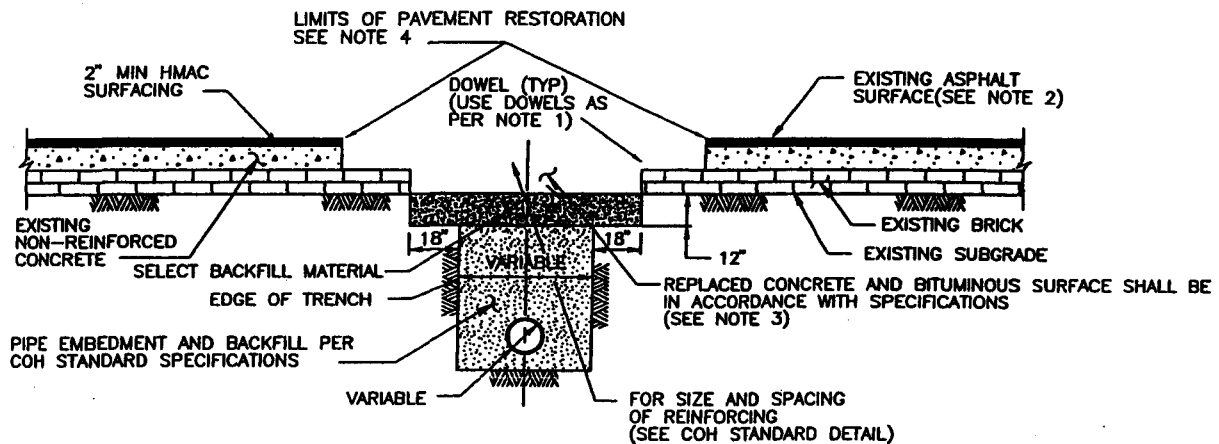
NOTE:

1. EXPOSE 15" OF REINFORCING STEEL AT PROPOSED SAWED JOINT. IF NO REINFORCING STEEL EXISTS, USE HORIZONTAL DOWELS. HORIZONTAL DOWELS SHALL BE # 6 BARS, 24" LONG, 24" C-C, DRILLED AND EMBEDDED 8" INTO THE CENTER OF THE EXISTING SLAB. WITH "PO ROC" OR EQUAL.
2. IF REINFORCED CONCRETE IS OVERLAYED WITH ASPHALT, REPLACE WITH 2" MIN HMAC SURFACING.
3. CENTER REINFORCING IN SLAB THICKNESS.
4. REFER TO STANDARD DETAIL 02951-01 FOR PAVEMENT RESTORATION LIMITS.

CITY OF HOUSTON DEPARTMENT OF PUBLIC WORKS AND ENGINEERING ENGINEERING, CONSTRUCTION AND REAL ESTATE GROUP	
PAVEMENT REPAIR DETAILS Page 01 Of 02 (NOT TO SCALE)	
APPROVED BY:	APPROVED BY:
CITY ENGINEER	DIRECTOR OF PUBLIC WORKS AND ENGINEERING
EFF DATE:	DWG NO: 02902-01



REPAIR OF NON-REINFORCED CONCRETE PAVEMENT

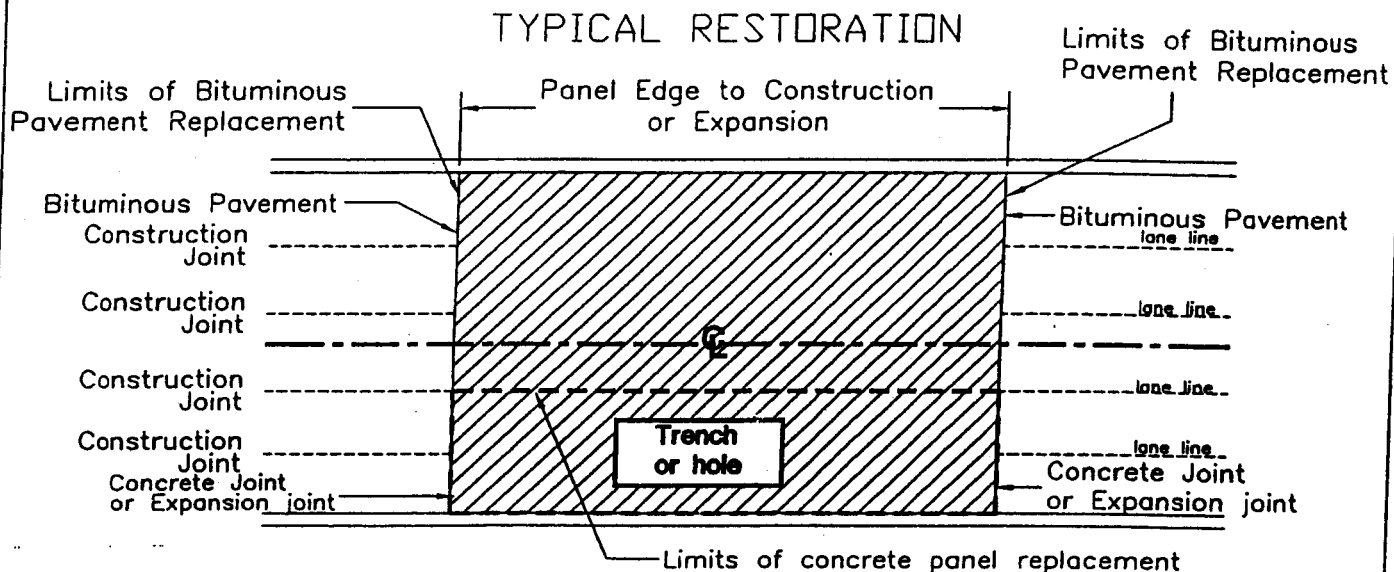


REPAIR OF NON-REINFORCED CONCRETE PAVEMENT WITH BRICK

NOTE:

1. EXPOSE 15" OF REINFORCING STEEL AT PROPOSED SAWED JOINT. IF NO REINFORCING STEEL EXISTS, USE HORIZONTAL DOWELS.
HORIZONTAL DOWELS SHALL BE # 6 BARS, 24" LONG, 24" C-C, DRILLED AND EMBEDDED 8" INTO THE CENTER OF THE EXISTING SLAB. WITH "PO ROC" OR EQUAL.
2. IF REINFORCED CONCRETE IS OVERLAYED REPLACE WITH SAME THICKNESS OF HMAC SURFACING.
3. CENTER REINFORCING IN SLAB THICKNESS.
4. REFER TO STANDARD DETAIL 02951-01 FOR PAVEMENT RESTORATION LIMITS.

CITY OF HOUSTON DEPARTMENT OF PUBLIC WORKS AND ENGINEERING ENGINEERING, CONSTRUCTION AND REAL ESTATE GROUP	
PAVEMENT REPAIR DETAILS Page 02 Of 02 (NOT TO SCALE)	
APPROVED BY:	APPROVED BY:
CITY ENGINEER	DIRECTOR OF PUBLIC WORKS AND ENGINEERING
EFF DATE:	DWG NO: 02902-01



Note 1: Refer to Standard Detail 02902 for utility trench backfill, subgrade, base and pavement repair details

Note 2: Bituminous Pavement

- Remove full lane or lanes and overlay width minimum 2" to the nearest construction joint or transverse crack except as provided for curb lane.
- Full lane or lanes, mill and overlay of wearing course to the nearest construction joint or transverse crack

Note 3: Concrete Pavement

- Replace Full panels

Note 4: For concrete pavement with Bituminous overlay,

- Refer to note 2

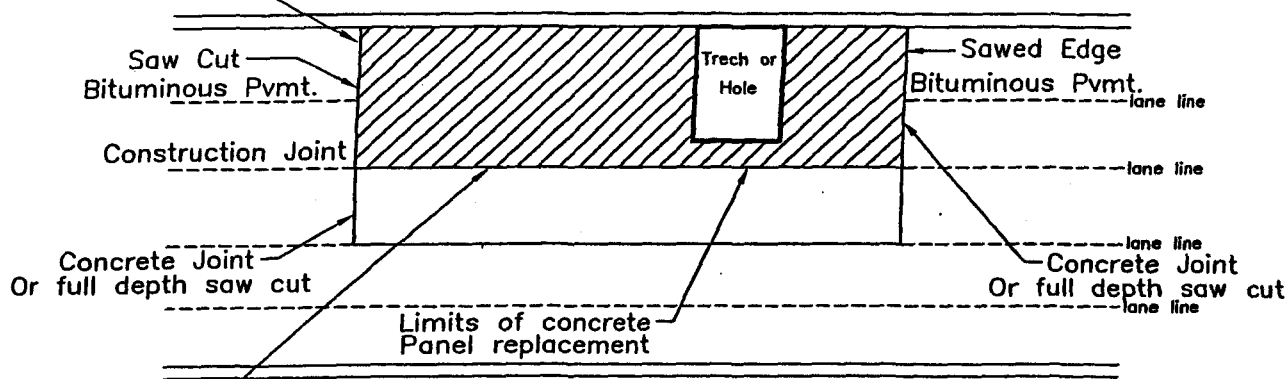
Note 5: All Other Types of Surfaces and Pavement

- Replace with in-kind materials

CITY OF HOUSTON DEPARTMENT OF PUBLIC WORKS AND ENGINEERING ENGINEERING, CONSTRUCTION AND REAL ESTATE GROUP	
Street Cut Pavement Replacement 0 to 5 Year Pavement Page 1 of 2 (NOT TO SCALE)	
APPROVED BY:	APPROVED BY:
CITY ENGINEER	DIRECTOR OF PUBLIC WORKS AND ENGINEERING
EFF DATE:	DWG NO: 02951-01

Replace minimum of 4.5 ft from edge of trench or hole if edge is further than 8 ft from concrete joint or bituminous pavement crack or joint.

TYPICAL RESTORATION



Replace full lane (width) unless edge of trench or hole is located between curb and center of outside driving lane in which case, replace to center of driving lane

Note 1: Refer to Standard Detail 02902 for utility trench backfill, subgrade, base and pavement repair details

Note 2: Bituminous Pavement

- Remove full lane or lanes and overlay width minimum 2" to the nearest construction joint or transverse crack except as provided for curb lane.

Note 3: All Other Types of Surfaces and Pavement
Replacement with in-kind materials

CITY OF HOUSTON DEPARTMENT OF PUBLIC WORKS AND ENGINEERING ENGINEERING, CONSTRUCTION AND REAL ESTATE GROUP	
Street Cut Pavement Replacement Over 5 Year Old Pavement Page 2 of 2 (NOT TO SCALE)	
APPROVED BY:	APPROVED BY:
CITY ENGINEER	DIRECTOR OF PUBLIC WORKS AND ENGINEERING
EFF DATE:	DWG NO: 02951-01

City of Houston, Texas, Ordinance No. 2001- 162

AN ORDINANCE AMENDING ORDINANCE NO. 2000-1115, RELATING TO EXCAVATING IN THE PUBLIC WAY; EXTENDING THE EFFECTIVE DATE THEREOF; ~~APPROVING RULES AND REGULATIONS IMPLEMENTING THE ORDINANCE;~~ CONTAINING FINDINGS AND OTHER PROVISIONS RELATING TO THE FOREGOING SUBJECT; PROVIDING FOR SEVERABILITY; CONTAINING A REPEALER; AND DECLARING AN EMERGENCY.

* * * * *

WHEREAS, the City Council adopted Ordinance No. 2000-1115 (the "Ordinance") on December 20, 2000, to:

1. Provide a means for controlling the excavation and restoration of the public way whereby the structural integrity of the public way is maintained in accordance with acceptable standards and specifications;
2. Provide for safe and orderly movement of vehicular traffic and pedestrians on the public way; and
3. Provide a means whereby the public is notified of excavations in the public way and of the responsible party; and

WHEREAS, at the time the City Council adopted the Ordinance, a request was pending before the Attorney General of the State of Texas for an interpretation of the applicability of Chapter 283 of the Texas Local Government Code to street excavation ordinances and entities other than certificated telecommunications providers; and

WHEREAS, during the process of adoption, a motion was made with respect to the Ordinance as follows:

"Motion to request that within 30 days of an Attorney General's opinion,

should it be determined that Chapter 283 of the Texas Local Government Code does not require said ordinance to be applied to non telecommunication utilities, the Street Cut Ordinance be returned to Council for consideration of amendments consistent with the Attorney General's opinion."; and

WHEREAS, the City received the Attorney General opinion on or about January 15, 2000; and

WHEREAS, amendments to the Ordinance are recommended consistent with the Attorney General's opinion and otherwise applicable federal and state law; and

WHEREAS, the City Council finds that the amendments will effectuate the intent and purpose of the Ordinance and of the City Council in its initial adoption of the Ordinance; and

WHEREAS, the original effective date of the Ordinance would be February 20, 2001; and

WHEREAS, the City Council determines that it is necessary and appropriate to allow additional time before the Ordinance becomes effective to allow affected parties to comply with its terms; **NOW, THEREFORE**,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HOUSTON, TEXAS:

Section 1. That Section 4 of Ordinance No. 2000-1115 is hereby amended by amending the first two sentences of the Section to read as follows: "That this Ordinance shall take effect on the 30th day next following the date of passage and approval by of

an ordinance approving the rules and regulations promulgated under section 40-128 of the Code of Ordinances. The Director of Public Works and Engineering shall cause permit applications to be accepted and commence issuing permits that will be required under this Ordinance on or before the 25th day next following the date of passage and approval of an ordinance approving the rules and regulations promulgated under section 40-128 of the Code of Ordinances."

Section 2. That, if any provision, section, subsection, sentence, clause, or phrase of this Ordinance, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this Ordinance or their application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council in adopting this Ordinance that no portion hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness or invalidity of any other portion hereof, and all provisions of this Ordinance are declared to be severable for that purpose.

Section 3. All ordinances in conflict herewith are repealed to the extent of the conflict only.

Section 4. That there exists a public emergency requiring that this Ordinance be passed finally on the date of its introduction as requested in writing by the Mayor; therefore, this Ordinance shall be passed finally on such date and shall take effect immediately upon its passage and approval by the Mayor; however, in the event that the Mayor fails to sign this Ordinance within five days after its passage and adoption, it shall take effect in

accordance with Article VI, Section 6, Houston City Charter.

PASSED AND ADOPTED this 14th day of February, 2001.

APPROVED this ___ day of _____, 2001.

Mayor of the City of Houston

Pursuant to Article VI, Section 6, Houston City Charter, the effective date of the foregoing Ordinance is FEB 20 2001.



City Secretary

Prepared by Legal Dept. _____
DFM:dfm 01/12/2001 Senior Assistant City Attorney
Requested by Thomas J. Rolon, Director, Public Works & Engineering
L.D. File No. 0420000008001

AYE	NO	
✓		MAYOR BROWN
....	....	COUNCIL MEMBERS
✓		TATRO
	ABSENT	GALLOWAY
✓		GOLDBERG
✓		BONEY
✓		TODD
✓		ELLIS
	ABSENT-ON PERSONAL BUSINESS	KELLER
✓		VASQUEZ
✓		CASTILLO
✓		PARKER
✓		QUAN
✓		SANCHEZ
✓		BELL
✓		ROBINSON
CAPTION	ADOPTED	

CAPTION PUBLISHED IN DAILY COURIER
REVIEW
DATE: FEB 20 2001

EPAHO092001411

Young, Kim - CSC

From: Dillingham, Gavin - PD
Sent: Friday, January 25, 2008 8:46 AM
To: Young, Kim - CSC
Subject: Request for Ordinance Copy 2002-1131

Kim,

I need a copy of ordinance 2002-1131.

Thanks,

Gavin Dillingham, PhD
City of Houston
Public Policy
Planning and Development
713-837-7879

1/25/2008

EPAHO092001412

CES ENVIRONMENTAL SERVICES, INC.

CONTRACT FOR SERVICES

This Agreement is entered into on the 22nd day of January, 2008, by and between CES Environmental Services, Inc., a Texas corporation whose address 4904 Griggs Rd., Houston, Texas 77021, hereinafter styled as ("CES") and FLOCON Services Ltd. Co., whose address is 15731 Bellforest Ct, Houston, Texas 77044, hereinafter styled as FLOCON, collectively "Parties".

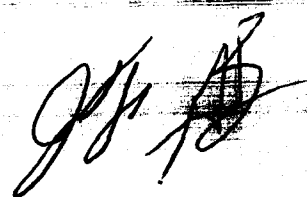
WHEREAS, CES desires complete installation of one (1) Private 6" Wastewater Force Main, within, along and below the Griggs Road, Street Right of Way at 4904 Griggs Road, continuing within the street right of way, approximately 2,518 linear feet along Griggs to Calhoun, north on Calhoun to Old Spanish Trail and ending at the 54" gravity sewer on the north, west bound lane. .

WHEREAS, FLOCON is a professional company with exceptional construction experience to mobilize, construct and meet all requirements to install such a six inch wastewater force main; and

WHEREAS, FLOCON represents that it has the necessary resources to complete the six inch force main project as detailed in this agreement, including successful inspection by any/all pertinent regulatory authorities, and certified by such regulatory agencies as ready for service by CES.

NOW, THEREFORE, in consideration of mutual promises and covenants herein set forth, the parties hereby agree as follows:

JAN 23 2008

A handwritten signature in black ink, appearing to be 'JF' followed by a stylized flourish.

EPAHO092001413

1. DESCRIPTION OF WORK

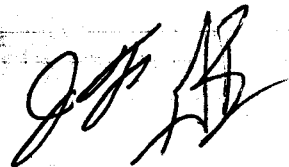
FLOCON agrees to perform complete installation of one (1) Private 6" Wastewater Force Main, within, along and below the Griggs Road, Street Right of Way at 4904 Griggs Road, continuing within the street right of way, approximately 2,518 linear feet along Griggs to Calhoun, north on Calhoun to Old Spanish Trail and ending at the 54" gravity sewer on the north, west bound, lane, and approximately 494 cubic feet within the Griggs Road, Street right of Way "Street", which is a public street right of way of the City of Houston. FLOCON will completely install a sanitary lift station, in a manner which causes the project to pass final City of Houston regulatory agency inspections and be available for use by CES. In addition, FLOCON shall obtain the necessary permits, and provide equipment and labor to install the sanitary lift station at 4904 Griggs Road in accordance with the drawing provided to FLOCON. CES shall provide all sanitary lift station piping required to complete this scope of work.

- FLOCON agrees to construct the Wastewater Force Main as detailed in drawings approved by the City of Houston and attached as Exhibit 1 to this contract. FLOCON will install the Sanitary Lift Station at 4904 Griggs road per drawing provided as Exhibit 2.
- FLOCON agrees to perform installation in accordance with restrictions/guidelines established by any/all federal/state/local governing or regulatory bodies having authority to impact the installation.
- FLOCON warrants that final delivered product will pass any/all regulatory inspections.
- At conclusion of project, FLOCON will provide CES with hardcopy and electronic "as built" drawings.

2. RELATIONSHIP

All individuals assigned by FLOCON to participate in the performance of Services hereunder are employees of FLOCON as defined by IRS rules and not an employee or agent of CES. Employees, agents or Subcontractors of FLOCON are not

JAN 21 2008



EPAHO092001414

employees or agents of CES for any purpose whatsoever. FLOCON represents, warrants and confirms that each of its employees used to perform the Services in support of CES' requirements is an employee of FLOCON .

Upon CES' request from time to time, FLOCON will promptly provide to CES documentation of such type as CES may requires to verify that any individual assigned by FLOCON to participate in the performance of the Services is, in fact, an employee of FLOCON.

Parties agree that FLOCON is an independent entity in the performance of this Agreement. FLOCON is free to exercise its discretion as to methods and means of performance of its services, and in no sense will any employee of FLOCON be considered an employee or agent of CES, nor shall any employee of FLOCON be entitled to, or eligible to participate in, any benefits, privileges or plans given or extended by CES to its employees.

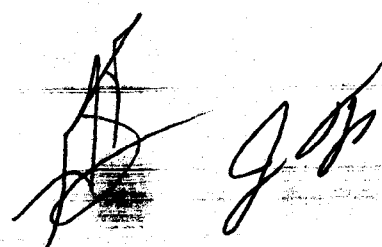
3. PRICING

Pricing for installation of the force main is detailed in Exhibit 3. Parties agree the detail provided in Exhibit 3 is not intended to be definitive but rather a general breakdown of the major cost elements involved in the installation. FLOCON is responsible for performance of all actions necessary for the successful delivery of the project as detailed herein, regardless of whether these acts are detailed in Exhibit 3.

4. PAYMENT

FLOCON will invoice CES every 30 days based on progress of completion. CES agrees to pay FLOCON undisputed amounts on a Net 15 basis.

JAN 23 2008



5. SCHEDULE

FLOCON agrees to deliver the Wastewater Force Main to CES, in a condition ready for use, including certification and inspections as required, not later than 80 calendar days after the date of this agreement. FLOCON agrees to credit CES an amount equal to .4% of the installation cost for every day of delay beginning with the 81st calendar day after the date of this agreement. Parties agree that Force Majeure events (as defined in this agreement) will extend this schedule as mutually agreed by both parties.

6. WARRANTY:

FLOCON warrants the completed work against faulty materials or workmanship which appear within the period of one year from the date of completion and final acceptance of the work. This warranty for materials and workmanship excludes labor and or material provided by CES unless FLOCON is materially responsible for the failure of the resources CES provides. Upon notice of defect from CES, FLOCON warrants to initiate repairs within 24 hours of notification.

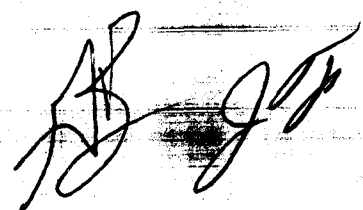
7. AUDIT

FLOCON agrees to maintain accurate and detailed records of all reimbursable expenditures with respect to services performed and make such records available for CES' inspection/audit at reasonable intervals and upon 24 hours notice. FLOCON agrees to maintain these records for a period of two years following completion of the specified services.

8. TAXES

FLOCON assumes exclusive liability for all of its employee contributions pursuant to any and all federal and state revenue acts, federal and state unemployment contribution acts, social security acts, or any amendments thereto, and by other state or federal laws or regulations requiring the payment of similar contributions or taxes.

JAN 23 2008

A handwritten signature in black ink, appearing to be a stylized 'J' followed by a flourish.

Except for FLOCON's: (i) franchise taxes and privilege taxes on its business; (ii) taxes on real, tangible and/or personal property it owns (legally or beneficially), leases or uses in accordance with the local law; (iii) intangibles taxes; and (iv) taxes based upon the net income or gross receipts, including applicable withholding tax, CES shall be responsible for the payment of all existing sales, use, excise, value-added, services, consumption, and all other taxes imposed by government agencies accessed against CES based upon the provision of Services as a whole or on any particular Service received by CES.

Notwithstanding the generality of the foregoing, FLOCON shall be responsible for the payment of all sales, use, excise, value-added, services, consumption, and other taxes and duties payable on any goods and/or services used or consumed in providing the Services where the taxes are imposed on the acquisition or use of such goods and/or services.

9. TERM AND TERMINATION

CES may terminate this Agreement for convenience or cause upon thirty (30) days Written Notice to FLOCON. Upon receipt of such notice, FLOCON shall discontinue work on the job unless a subsequent date for termination is specified in CES' notice to FLOCON. FLOCON shall attempt to minimize charges to the CES under this Agreement in the event of such termination and provide CES written report of findings up to the date of termination, along with copies of all pertinent work papers.

Should CES reasonably determine that particular personnel provided by FLOCON are not satisfactory, FLOCON will cause said personnel to immediately cease further work on the job and have said personnel removed from the job. FLOCON shall thereafter coordinate with Company's Agent for the timely replacement of the terminated personnel.

JAN 23 2008

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10. PERSONNEL

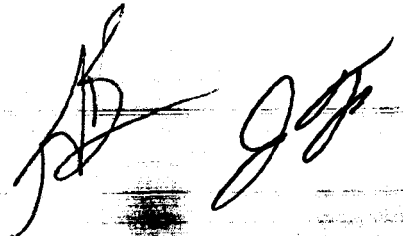
Parties will identify key individuals to coordinate resources to expedite completion of the project in accordance with the terms and conditions of this Agreement and to minimize detrimental impact to CES ongoing operations. For purposes of this Agreement, CES' Agent is Karl A. Guidry. For purposes of this Agreement, FLOCON's Agent is John Flohn.

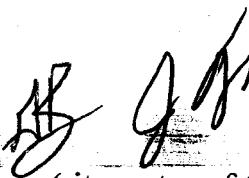
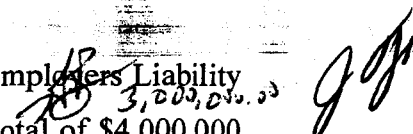
11. INSURANCE

FLOCON will provide and maintain in full force and effect during the term of this Agreement:

- Worker's Compensation insurance in such jurisdiction in which the work is to be performed with limits required by law of an employer, and employer's liability insurance with minimum limits of \$1,000,000 each accident & policy limit
- Comprehensive General Liability and Automobile Liability insurance protecting FLOCON and CES against liability from damages because of injuries, including death, suffered by persons other than employees of FLOCON and liability from damages to property arising from and growing out of any operation of FLOCON (including the operations of automobiles, trucks or other vehicles non-owned and hired) in connection with the performance of this Agreement; \$1,000,000 each occurrence.
- Professional liability (Errors and Omissions) insurance. Comprehensive General Liability, Automobile Liability and Professional Liability insurance limits shall not be less than \$1,000,000 (Claims made Basis)

JAN 23 2008



- 
- Commercial Umbrella Insurance (sits on top of GL, Auto & Employers Liability section of the WC) ^{2,000,000} ~~\$3,000,000~~ each occurrence (making it a total of ^{3,000,000} ~~\$4,000,000~~ on all lines listed above)
 - FLOCON agrees to list CES as an additional insured and provide a waiver of subrogation in CES' favor. A 30 day notice of cancellation or modification is also required.
- 

FLOCON agrees to provide certification of compliance (signed by authorized representative of FLOCON's insurer) with above requirements prior to commencement of work.

12. BONDING REQUIREMENT

FLOCON agrees to establish a performance & maintenance bond instrument in conjunction with this agreement. Such bond instrument is attached as Exhibit 4 of this agreement.

13. CONFIDENTIALITY

FLOCON will not (i) publish or make known to others any information which is proprietary or confidential to CES which is obtained by FLOCON in connection with or as a result of its work hereunder and which is not in the public domain; or (ii) use such information except in connection with services to be provided under this Agreement. CES will not publish or make known to others any information provided or used by FLOCON which is proprietary or confidential to FLOCON and is not generated directly as a result of work performed by FLOCON on behalf of CES. This obligation of nondisclosure and nonuse shall survive the termination of this Contract.

JAN 20 2003

14. NOTICE

All notices, requests, demands, and other communication hereunder shall be in writing and shall be deemed to have been duly given if sent by certified mail, return receipt requested to:

FLOCON Services Ltd. Co.
15731 Bellforest Ct.
Houston, TX 77044

CES ENVIRONMENTAL SERVICES, INC.
4904 Griggs Road
Houston, TX 77021
Attn: Greg Bowman

15. PROFESSIONAL RESPONSIBILITY

FLOCON hereby represents and warrants all work shall be performed in a good and workmanlike manner and in compliance with generally accepted standards of its profession. FLOCON represents by the acceptance of this Agreement that it has sufficient expertise and personnel to perform the work assigned to it in a professional and timely manner.

16. INDEMNITY

- Each party shall indemnify and hold the other party and each of its directors, officers, employees and agents free and harmless from all claims, liabilities, losses, demands, causes of action, suits and expenses (including attorney's fees) on account of any bodily injury, death or damage or destruction to property in any way, occurring incident to, arising out of, or in connection with its negligent actions or willful misconduct in the course of performance of this Agreement.
- FLOCON shall indemnify, defend and hold CES harmless from all claims against CES, its officers, directors, employees, representatives or legal agents, or settlement of such claims, for all damages, cost, expenses, liabilities and losses (including reasonable attorney's fees and expenses) (collectively, "Damages") that the Services, Software, or Deliverables provided by FLOCON infringes any registered copyright, trademark, patent, service mark, trade name, or

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misappropriation of a trade secret (as the terms "misappropriation" and "trade secret" are defined under the Uniform Trade Secrets Act), recognized under U.S. laws or international convention(s) (Berne Convention, Paris Convention, Universal Copyright Convention, Patent Cooperation Treaty) ("Intellectual Property") asserted against CES by a third party based upon CES's use of the Services, Software or Deliverables while in compliance with this Agreement; provided that, in each case, FLOCON shall have: (x) received from CES prompt written notice of said claim within thirty (30) days of the assertion thereof; (y) received from CES the exclusive right to control and direct the investigation, defense and settlement of such claims; and (z) receive the cooperation and assistance of CES at FLOCON's expense in said investigation, defense and/or settlement.

- FLOCON warrants that all of its activities on behalf of CES will meet or exceed all local, regional, national and international, environmental regulations regarding reduction and disposal of waste and or hazardous waste, and will indemnify and hold harmless CES against any failure to do so.

17. LIMITATION OF LIABILITY

NEITHER PARTY, NOR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, OR OTHER REPRESENTATIVES OR AGENTS, SHALL BE LIABLE FOR ANY LOSS OF PROFITS, REVENUE, ANTICIPATED REVENUE, DATA, USE, GOODWILL OR OTHER INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES SUFFERED BY THE OTHER PARTY OR OTHERS AS A RESULT OF PERFORMANCE OR NON-PERFORMANCE UNDER THIS AGREEMENT, OR ARISING OUT OF OR IN RELATION TO THIS AGREEMENT (INCLUDING ANY SOWS), WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES WAS DISCLOSED OR COULD HAVE BEEN REASONABLY FORSEEN. EACH PARTY'S LIABILITY TO THE OTHER PARTY FOR DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT (INCLUDING STATEMENTS OF WORK) SHALL BE LIMITED

JAN 23 2008

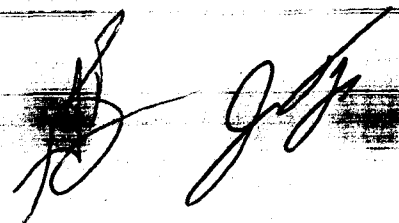
EPAHO092001421

TO DIRECT DAMAGES, AND SHALL NOT EXCEED THE AMOUNT WHICH HAS BEEN PAID TO SUPPLIER BY CES FOR SERVICES PROVIDED AND/OR PRODUCTS PURCHASED UNDER THIS AGREEMENT AND/OR RELEVANT SOWS DURING THE TWELVE (12) MONTHS IMMEDIATELY PRIOR TO THE MONTH IN WHICH ANY ONE EVENT, ACT, OR OMISSION GIVING RISE TO LIABILITY OCCURRED; PROVIDED THAT IF ALL SUCH EVENTS, ACTS, OR OMISSIONS GIVING RISE TO LIABILITY OR LIABILITIES OCCURS DURING THE TWELVE (12) MONTHS AFTER THE EFFECTIVE DATE, LIABILITY SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE TOTAL CHARGES THAT WOULD BE PAYABLE BY CES FOR THE SERVICES DURING SUCH TWELVE (12) MONTH PERIOD. THIS LIMITATION OF LIABILITY APPLIES REGARDLESS OF WHETHER LIABILITY IS BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE OF THIS AGREEMENT OR OTHERWISE, OR ANY OTHER LEGAL THEORY. NOTWITHSTANDING THE FOREGOING, SUPPLIER'S LIABILITY FOR CLAIMS OF INFRINGEMENT OF PATENTS, COPYRIGHTS, TRADEMARKS, SERVICE MARKS, TRADE NAMES AND/OR MISAPPROPRIATION OF TRADE SECRETS AND CLAIMS RESULTING FROM PERSONAL BODILY INJURY, INCLUDING DEATH, OR DAMAGE TO OR DESTRUCTION OF REAL PROPERTY AND TANGIBLE PERSONAL PROPERTY RESULTING FROM SUPPLIER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT SHALL NOT BE LIMITED..

18. ASSIGNMENT

FLOCON shall not assign this Agreement nor sublet any of the work to be performed hereunder without the express written consent of CES, and any such assignment or subletting shall not relieve FLOCON from responsibility for the performance of the work hereunder in accordance with the terms hereof nor from its responsibility for the performance of any other of its obligations hereunder.

JAN 23 2008



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19. NONWAIVER

The failure of one party to insist upon or enforce, in any instance, strict performance by the other party of any of the terms of this Agreement or to exercise any rights herein conferred shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon such terms or rights on any future occasion.

20. MAJEURE

No failure, delay, or default in performance of any obligation of a party to this Agreement shall constitute a material breach of this Agreement, to the extent that such failure, delay or default is attributable to act or omission beyond the control and without the fault or negligence of such party. Such causes include, by way of illustration and not limitation, action or inaction of a governmental agency; civil or military authority; fire; flood; war; acts of terrorism; riot; earthquake and other like or similar natural disaster ("Force Majeure Event").

- The party affected by such Force Majeure Event shall have taken or shall take all reasonable actions to prevent and/or minimize the consequences of any such Force Majeure Event, and perform its obligations and responsibilities to the fullest extent possible during such Force Majeure Event. Failure to exercise appropriate and prudent action to prevent or minimize the impact of such Force Majeure Event shall be reason to deny relief to the party seeking protection under the provisions of this Section.
- A party desiring to rely upon any of the foregoing as an excuse for failure, delay or default in performance shall give to the other party prompt written notice of the facts which constitute such Force Majeure Event. Such notice shall include information regarding: (i) when the Force Majeure Event arose; (ii) what actions were taken to prevent and/or minimize the impact of such Force Majeure Event; (iii) when such Force Majeure Event is expected to cease; (iv) and when performance of its obligations hereunder will resume.

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*Heavy Rain qualifies as a force
Majeure event for the period where there
is standing water. [Signature]*

- All payments or other obligations of CES to FLOCON shall be suspended during any Force Majeure Event.
- The unaffected party of any Force Majeure Event may engage alternate sources of supply at the affected party's expense if such Force Majeure Event continues for a period in excess of fifteen (15) days.
- The party, who is not seeking protection under this Article, may terminate this Agreement without penalty, after a total of 30 calendar days has elapsed from the date of the notice of the Force Majeure Event, if complete performance has not resumed.

21. LITIGATION COSTS

In the event of any legal proceedings to interpret or enforce the provisions of this Agreement, the prevailing party in such proceedings shall be entitled to recover its reasonable attorney's fees and costs incurred therein.

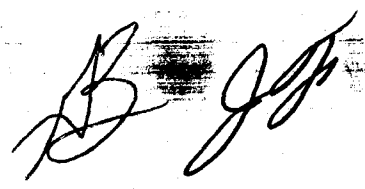
22. MODIFICATION

No waiver, alteration, consent or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the party to be bound.

23. CONTROLLING LAW AND JURISDICTION

This Agreement and the construction, interpretation and enforcement hereof shall be construed in accordance with and governed by the laws of the State of Texas, and shall be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective successors and any permitted assigns. Any action seeking to interpret, construe or enforce the terms of this Agreement or any Written Notice hereunder shall be brought in a court of competent jurisdiction in Harris County, Texas.

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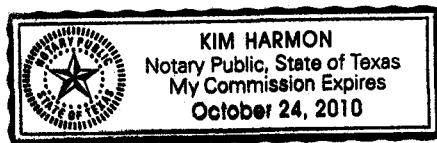
24. COMPLETE AGREEMENT

This Agreement, except as modified by the written agreement of the parties, constitutes the entire Agreement between CES and FLOCON pertaining to its subject matter and supersedes all prior and contemporaneous negotiations, agreements, and understandings of either or both parties in connection herewith.

25. SEVERABILITY

In the event any provision hereof shall be judicially determined by a court of competent jurisdiction to be invalid or in any way prohibited by law, as such provision is stated herein, the parties agree that, to the extent possible, such provision may be construed by the court in a manner to be enforceable with any limitations required by law. In the event a provision is construed to be unenforceable, such invalid portion shall be ineffective only to the extent of such prohibition, and the remaining portions of this Agreement shall continue in full force and effect and shall be binding on the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, or have caused it to be duly executed on their behalf, the day and year first above written.



Kim Harmon
1123108

A handwritten signature of Greg Bowman in black ink.

CES representative: Greg Bowman,
Vice President, Sales, Finance & Administration

A handwritten signature of John Flohn in black ink.

FLOCON representative: John Flohn
President

JAN 23 2008

A large, stylized handwritten signature or set of initials in black ink, located in the bottom right corner of the page.

EPAHO092001425

Exhibit 3

Sanitary Line Installation for CES Environmental, Griggs Road, Houston, TX				
Description	Unit	Quantity	Unit Price	Total Price
Mobilization and Performance Bond	Each	1	7,140	7,140
Air Release Manhole	Each	1	4,185	4,185
6" Sanitary Sewer FM, HDPE, Green Stripe DR17, Auger	Linear Foot	2,759	59	162,091
6" Sanitary Sewer FM, HDPE, Green Stripe DR17, Auger Steel Casing	Linear Foot	120	122	14,628
6" Sanitary Sewer Auger 18"	Linear Foot	90	-	-
Lift Station Connection	Each	1	2,979	2,979
Connection to 54" Gravity Sanitary Sewer	Each	1	9,976	9,976
Point Repair - Concrete	Square Yard	3	10,230	30,690
Onsite Hauling and Haul Off	LS	1	16,705	16,705
Sidewalk Remove and Replacement	LS	1	11,921	11,921
Traffic Control	Lump Sum	1	18,578	18,578
Equipped Vehicle with Safety Supplies & employee per diem	Project Duration	1	28,267	28,267
			Total	\$307,160.25

*Estimate is based on 50 working days. Weekends and
Holidays are not included.

*Equipment costs based on monthly rates for a 2 to 3 month
period.

*Estimate does not include cost of permits or costs associated
with time and expense to secure necessary permits which may
be required from the State, City or County. CES will provide
all permits.

Contingency is provided in this estimate for adverse weather
conditions which may affect the completion timeframe but not
the final cost of this project.

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EPAHO092001426

Exhibit 4

STATE OF TEXAS §

Contract Date _____

HARRIS COUNTY §

Date Bond Executed _____

PERFORMANCE AND MAINTENANCE BOND

Principal _____

Surety _____

Owner: CES Environmental Services, Inc.

Penal Sum of Bond (\$307,133.25) lawful money of the United States, being 100% of the Contract Price.

Contract for CES Environmental Services, Inc. Construction and Commissioning of Six Inch Force Main Project and Sanitary Lift Station

KNOW ALL PERSONS BY THESE PRESENTS, that we, Principal & Surety above named, are held and firmly bound unto OWNER, its successors and assigns, in penal sum of the amount stated above for the payment of which sum well and truly will be made, we bind ourselves and our respective heirs, executors, administrators, officers, directors, shareholders, partners, successors, and assigns, jointly and severally, firmly by these presents:

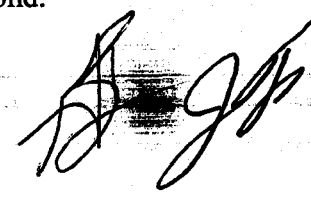
WHEREAS, Principal entered into that certain Contract with OWNER, dated the same date as this bond, to which Contract reference is made herein.

Now, therefore, for valuable consideration, the receipt whereof is hereby acknowledged by the Surety, the Surety hereby irrevocably undertakes to, whenever Principle shall be declared by Owner to be in default under the Contract, without any objection, opposition or recourse, promptly pay the Owner the amount required by the Owner to remedy the default and complete the Contract in accordance with its terms and conditions, any amount up to a total not exceeding the amount of the Bond, or remedy the default and complete the contract in accordance with its terms and conditions.

The Surety shall not be liable for a greater sum than the specified penalty of the Bond.

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EPAHO092001427

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH, that if Owner notifies Surety in writing that the Principal has well and truly performed and fulfill all the undertakings, covenants, terms, conditions, and agreements of the Contract during the original term of the Contract and any extensions thereof that may be granted by OWNER, with or without notice to Surety, and during the life of any guaranty or warranty required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of and all duly authorized modifications of the Contract that may hereafter be made, notice of which modifications to Surety being hereby waived, then this obligation to be void; otherwise to remain in full force and effect.

This Bond shall be enforceable without the need to have recourse to any judicial or arbitral proceedings.

The Bond parties have executed this instrument pursuant to authority of their respective governing body, to be effective on the Contract.

ATTEST

Principal

By _____

By _____

Name _____

Name _____

Title _____

Title _____

Address _____

(SEAL)

ATTEST

Surety

By _____

By _____

Name _____

Name _____

Title _____

Title _____

Physical Address _____

(SEAL)

JAN 23 2008

JAN 23 2008

EPAHO092001428

Mailing Address _____

Telephone _____

LOCAL RECORDING AGENT PERSONAL IDENTIFICATION
NUMBER _____

The name and address of the Resident Agent of Surety is:

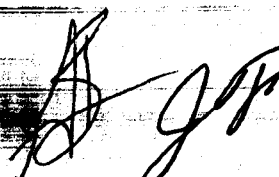
Surety must attach its original power of attorney to the Bond.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the secretary of the corporation
named as Principal in the Bond; that _____, who
signed the bond on behalf of Principal, was then _____
of the corporation; that I know his or her signature, and his or her signature is genuine;
and that the bond was duly signed for and on behalf of the corporation by authority of its
governing body.

_____ (Corporate Seal)

JAN 23 2008

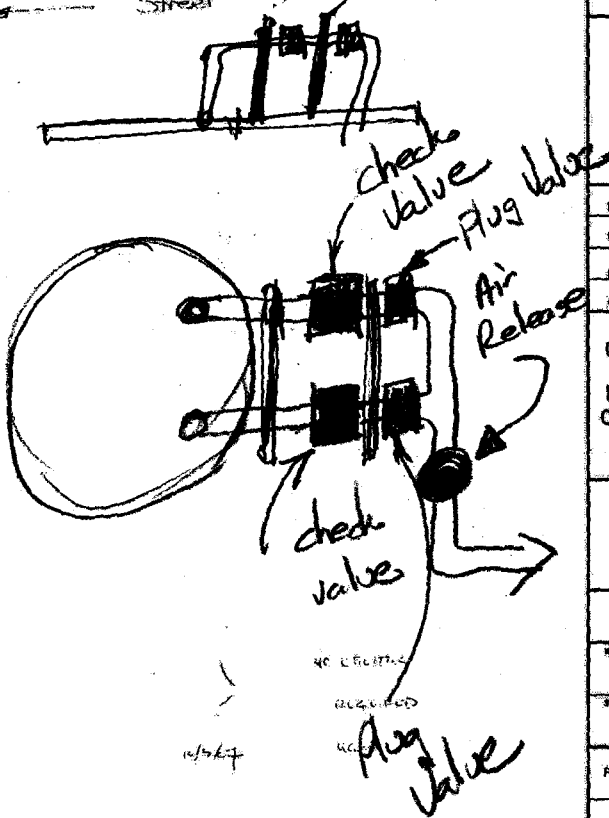
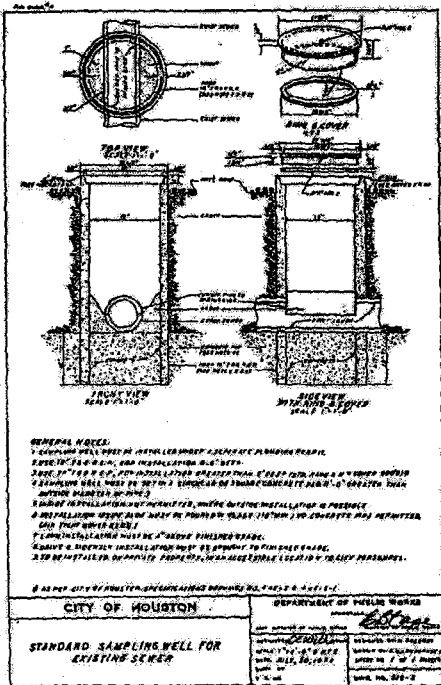
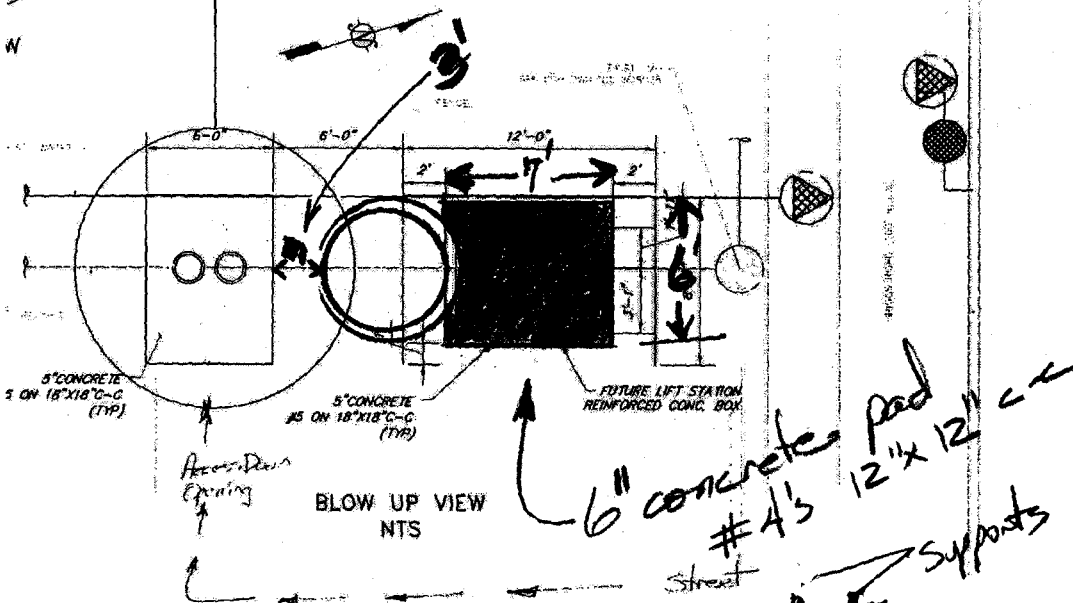


EPAHO092001429

Handed

Building / Shutter notes:

- 1) Use KORE'S model 194054 or equal - example attached
- 2) Secure to concrete foundation w/ 4 #6" anchor bolts. (B)
- 3) Drain from parking lot w/ berms for City applied tank
- 4) Access to door from street through parking area will be available 24 hours a day 7 days a week



No.		Date	Revisions	App.
1		08-29-07		

THE SEAL APPEARING ON THE ORIGINAL OF THIS DOCUMENT WAS ISSUED BY:

KIRST KOSMOSKI, INC.

2030 FOUNTAINVIEW, STE. 318, HOUSTON, TX 77057

PH: 832-242-7200; FAX: 832-242-7205

CADTECH
SOLUTIONS

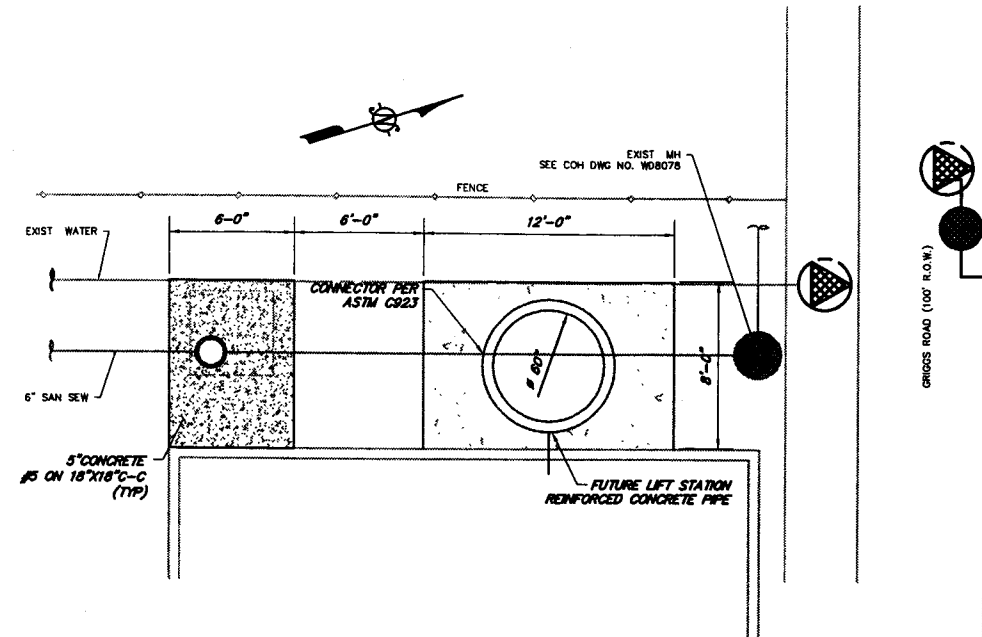
Design By: MK	KIR JOB NUMBER:
Date: 08-29-07	
Drawn By: JAG	CSI JOB NUMBER:
Check By: MK	001-999-08

**CES ENVIRONMENTAL SERVICES,
4904 CRIGGS ROAD
PROPOSED SANITARY SERVICES
CONNECTION 5" FORCE MAIN TO
54" GRAVITY IN O.S.T.**

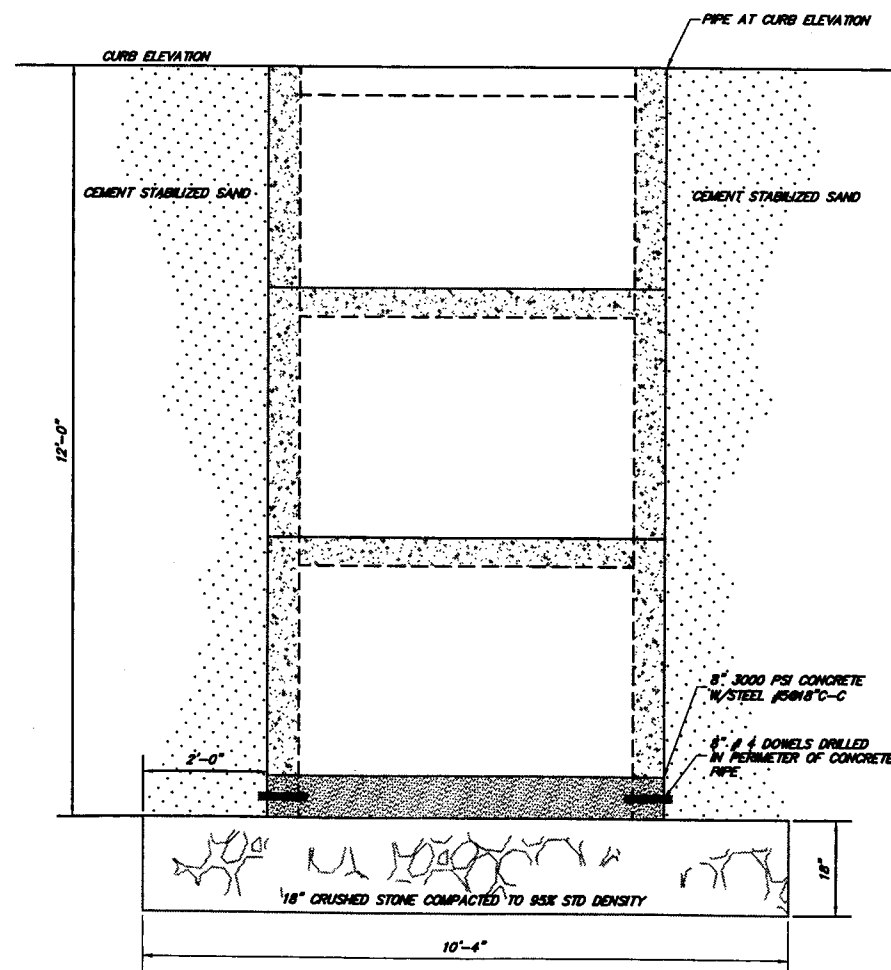
PROPOSED MONITOR WELL
AND
LIFT STATION WELL

DEPARTMENT OF PUBLIC WORKS AND ENGINEERING		
WEEK	WEEKEND	PAUSE
ST & WORK	APPROVED	NO

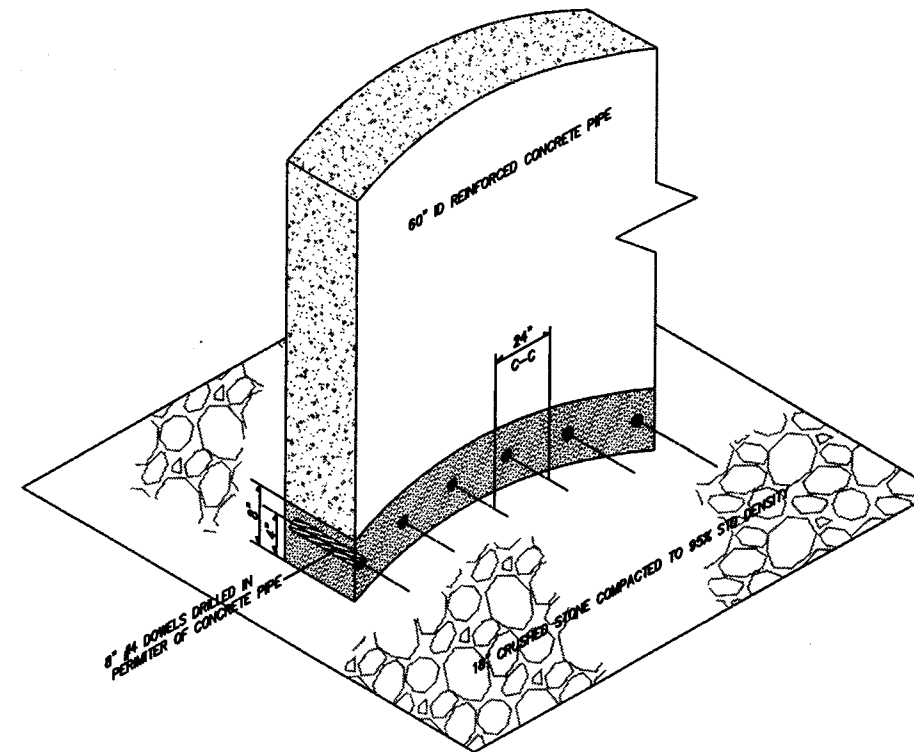
FILE NUMBER:	CITY DWS NO.:
DRAWING SCALE: 1"=10'	
VERT: HORIZ:	
1 OF 1	



PLAN LAYOUT
NTS



SECTION VIEW
NTS



ISO SECTION VIEW
NTS

Exhibit 2

AS JGP

JAN 23 2008

No.		Date	Revisions	App.
		THE SEAL APPEARING ON THE ORIGINAL OF THIS DOCUMENT WAS AUTHORIZED BY MARK RUSSELL KOSMOSKI, P.E., No. 8729 ON 8/22/07. ALTERATION OF A SEAL DOCUMENT WITHOUT PROPER NOTIFICATION OF THE RESPONSIBLE ENGINEER IS A VIOLATION OF THE TEXAS ENGINEERING PRACTICES ACT.		
KKI KIRST KOSMOSKI, INC. Civil/Consulting Engineers 2630 Fountainview, Ste. 318, Houston, TX 77057 Ph: 832-242-7200; Fax: 832-242-7205				
CADTECH SOLUTIONS				
Design By: MK		K01 JOB NUMBER:		
Date: 01-12-07				
Drawn By: JAG		CSI JOB NUMBER:		
Check By: MK		001-999-08		
CES ENVIRONMENTAL SERVICES, 4804 GRIGGS ROAD PROPOSED SANITARY SERVICES CONNECTION 6" FORCE MAIN TO 54" GRAVITY IN O.S.T.				
PROPOSED LIFT STATION WELL DETAIL				
DEPARTMENT OF PUBLIC WORKS AND ENGINEERING				
NAME	DATE	REVISION		
BY: & DATE	REVISION	DATE		
FILE NUMBER:		CITY DWG NO.:		
DRAWING SCALE: 1"=10'				
VERT:				
HORIZ:				
SHEET				
1 OF 1				

APPROVAL

To: CES Environmental Services, Inc. c/o Kirst Kosmos Highway No. Permit No.: 08-0026
2630 Fountainview, Suite 318 Beg. RM _____ Offset _____ End RM _____ Offset: _____
Houston, TX 77057 Maintenance Section No. Central Houston 11
Harris County
Date Tuesday, January 08, 2008

The Texas Department of Transportation (TxDOT) offers no objection to the location on the right-of-way of your proposed sanitary sewer line as shown by accompanying drawings and notice dated November 27, 2007 except as noted below.

It is expressly understood that the TxDOT does not purport, hereby, to grant any right, claim, title, or easement in or upon this highway: and it is further understood that the TxDOT may require the owner to relocate this line, subject to provisions of governing laws, by giving thirty (30) days written notice.

You are requested to notify this office prior to commencement of any routine of periodic maintenance which requires pruning of trees within the highway right-of-way, so that we may provide specifications for the extent and methods to govern trimming, topping, tree balance, type of cuts, painting of cuts and clean up. These specifications are intended to preserve our considerable investment in highway planting and beautification, by reducing damage due to trimming.

The installation shall not damage any part of the highway and adequate provisions must be made to cause minimum inconveniences to traffic and adjacent property owners. In the event the Owner fails to comply with any or all of the requirements as set forth herein, the State may take such actions as it deems appropriate to compel compliance.

• **General Special Provisions:**

- **Revegetation Special Provisions:** In order to minimize erosion and sedimentation resulting from the proposed installation, the project area will be revegetated

- ☒ in accordance with TxDOT's Standard Specification Item 164 which specifies the appropriate grass seed mix to be used, or
☐ as indicated on the attachment.

Please notify Mr. James Elliott at (713) 869-1985 forty-eight (48) hours prior to starting any construction of the line and also when the construction is completed in order that we may have a representative present.

Texas Department of Transportation

By: 

Michael W. Alford, P.E.
Director of Maintenance, Houston District

TEXAS DEPARTMENT OF TRANSPORTATION
Specifications For Placing Utility Lines Within The
Right-of-way Of State Maintained Highways

1. All excavations within the right-of-way and not under surfacing shall be backfilled by tamping in six inch horizontal layers and/or as directed. All surplus material shall be removed from the right-of-way and the excavation finished flush with surrounding natural ground.
2. Where sodding is disturbed by excavation or backfilling operations, such areas shall be replaced by seeding. Slopes 4:1 or steeper shall be replaced with block sodding. This work shall be in accordance with Texas Department of Transportation (TxDOT) specifications.
3. It is the responsibility of the utility owner to keep sod watered until it is established.
4. Highway crossings under surfaced roads and surfaced crossroads with the right-of-way shall be placed by boring. Boring shall extend from crown line to crown line.
5. Use of water or other fluids in connection with boring operations will be permitted only in sufficient quantity to lubricate boring bit and provide a smooth flow of cuttings. Jetting will not be permitted.
6. Pipeline material and design for high pressure lines must meet the minimum Federal Safety Standards for Liquid and Gas Pipelines.
7. Operations on the highways shall be performed in such a manner that operating equipment and excavated material are kept off the pavement at all times.
8. Barricades and warning signs, and flagmen when necessary, shall be provided by the contractor or owner. One-half the traveled portion of the roadway must be open to traffic at all times.
9. Work performed on railroad right-of-way is subject to the concurrence of the railroad company. Approval of this request by TxDOT does not relieve the utility owner or its agent of any obligation to also obtain the approval of the railroad company. Work performed within the waterways, such as rivers, creeks, bayous, and drainage ditches, is subject to the concurrence of appropriate regulatory agencies. The utility owner or its agent shall obtain overall environmental clearance with all appropriate regulatory agencies prior to beginning construction. Approval of this request by TxDOT does not relieve the utility owner or its agent of this obligation.
10. All manhole covers shall be installed flush with ground level. The roof of communications manholes shall be at least five feet below ground.
11. No raw sewage or effluence from septic tanks, car washes, or similar facilities shall be drained in State highway storm sewer systems.
12. Power transmission line crossings over highways shall be constructed and maintained a minimum of 22 feet above the surface of the traffic lanes. For power lines above 50,000 volts, the clearance shall be increased in accordance with National Electric Safety Code as published in the National Bureau of Standards, Handbook 30.
13. Communications lines crossing over the highway shall be constructed and maintained a minimum of 18 feet above the surface of traffic.
14. Work covered by this permit shall be so conducted that it will not interfere in any way highway construction or repair work, or any State maintenance work that may be done on this road. In the event such interference occurs, you will cease operations in the area until such time as the road work referred to above is completed.
15. The Grantee certifies that its storm water runoff to the State's right of way shall not be contaminated by any industrial processes or significant pollutants, and the State shall not be held liable for any pollutants entering State right of way through storm water connections.

Revised 11/27/07

**Special Provision For
Permit Number
08-0026**

1. This permit is void if installation not complete within one year from date of approval.
2. Traffic control in utility work zones shall conform to applicable specifications of *Texas Manual on Uniform Traffic Control Devices for Streets and Highways, Part VI.*
3. This permit issued subject to a traffic control plan being filed and approved by the Area Engineer or the person named on this permit. No work within the State right-of-way shall be performed until this approval has been granted.
4. It is mutually agreed and understood that the implementation and maintenance of the traffic control plan shall be the responsibility of the grantee and the grantee shall indemnify and save harmless the State from any and all damages or losses that may develop due to this project.
5. Highway Crossings shall be bored or tunneled. Bored hole or tunnel shall not exceed the diameter of the casing by more than one inch, and shall extend the full width of the pavement and ten feet on each side thereof or five feet behind the back of the curbs.
6. Casing shall consist of smooth wall pipe with welded joints and seams, and shall be continuous, extending to the center line of the outermost ditches or five feet behind the back of the curbs.
7. Any adjustment of relocation of this installation necessary because of future highway construction shall be accomplished without cost to the Texas Department of Transportation.

Revised November 27, 2007

EPAHO092001434



Utility Installation Request

TEXAS DEPARTMENT OF TRANSPORTATION
HOUSTON DISTRICT PERMITS
(REV. 11/2005)
Page 1 of 2

NOV 27 2007

To the Texas Transportation Commission
c/o District Engineer
Texas Department of Transportation

Date

Formal notice is hereby given that CES Environmental Services, Inc.
proposes to place a 6" HDPE Force Main
line within the right of way of 90A, RM- to RM- in Harris County
Texas, MNT Sec. No. as follows: (give location, length, general design, etc. Use additional sheet as needed)

At the intersection of 90A (OST) at Calhoun we propose
to tunnel and connect to the 54" sanitary sewer as
shown on the attached City of Houston plans.

We will construct and maintain the line on the highway right of way as shown on the attached drawing and in accordance with the rules, regulations and policies of the Texas Department of Transportation (TxDOT), and all governing laws, including, but not limited to, the "Texas Engineering Practice Act," "Federal Clean Water Act," the "National Endangered Species Act," "Americans with Disabilities Act," and the "Federal Historic Preservation Act." Upon request by TxDOT, we will submit to TxDOT proof of compliance with all governing laws, rules and regulations before commencement of construction. Plans shall include the design, proposed location, vertical elevations, and horizontal alignments of the facility based on the department's survey datum, the relationship to existing highway facilities and the right of way line, traffic safety and access procedures, and location of existing utilities that may be affected by the proposed utility facility. The location and description of the proposed line and appurtenances is more fully shown by a complete set of drawings attached to this notice.

Our organization will use Best Management Practices to minimize erosion and sedimentation resulting from the proposed installation, and we will revegetate the project area as indicated under "Revegetation Special Provisions."

Our organization will ensure that traffic control measures complying with applicable portions of the *Texas Manual on Uniform Traffic Control Devices* will be installed and maintained for the duration of this installation.

When installing our utility on controlled access facilities, we shall conform to the Texas Transportation Code, Title 6 Roadways, Chapter 203, Subchapter C, Control of Access, §203.031 (<http://tlo2.tlc.state.tx.us/statutes/statutes.html>). We shall limit access for servicing this installation to access via (a) frontage roads where provided, (b) nearby or adjacent public roads or streets, (c) trails along or near the highway right of way lines, connecting only to an intersecting road; from any one or all of which entry may be made to the outer portion of the highway right of way for normal service and maintenance operations. Our rights of access to the through traffic roadways and ramps shall be subject to the same rules and regulations that apply to the general public.

It is expressly understood that TxDOT does not purport, hereby, to grant any right, claim, title or easement in or upon this highway; and it is further understood that TxDOT may require us to relocate this line, subject to the provisions of governing laws, by giving thirty (30) days written notice.

We will notify TxDOT prior to commencement of any routine or periodic maintenance which requires pruning of trees within the highway right of way, so that TxDOT may provide specifications for the extent and methods to govern in, but not limited to, trimming, topping, tree balance, type of cuts, painting cuts and clean up. We understand that these specifications are intended to preserve TxDOT's considerable investment in highway planting and beautification, by reducing damage due to trimming and to protect known endangered species.

Our installation shall not damage any part of the roadway structure or associated appurtenances and we will make adequate provisions to minimize inconveniences to the traveling public, and adjacent property owners. In the event we fail to comply with any or all of the requirements as set forth herein, the State may take such action as it deems appropriate to compel our compliance.

Following approval, we will begin construction on or after _____
Month/Day/Year

EPAHO092001435

Additional Provisions and Requirements (for TxDOT input only)
• General Special Provisions: <input type="checkbox"/> Are attached. <input type="checkbox"/> Are not attached.
• As-built Plans/Certifications of Construction: <input type="checkbox"/> Are required and shall be certified as accurate by an authorized representative of the company. <input type="checkbox"/> Are required and shall be signed and sealed by a State of Texas Licensed Professional Engineer. <input type="checkbox"/> Are not required <input type="checkbox"/> Certification that utility was installed as approved
• Re-vegetation Special Provisions: In order to minimize erosion and sedimentation resulting from the proposed installation, the project area will be re-vegetated: <input type="checkbox"/> in accordance with TxDOT's Standard Specification Item 164 which specifies the appropriate grass seed mix to be used, or: <input type="checkbox"/> as indicated on the attachment.
TxDOT Representative to be notified 48 hours prior to beginning construction _____

If approved, we understand that we will assume all risks associated with this installation within the TxDOT right of way. These risks include, but are not limited to, injuries to our workers, damage to contiguous utility lines that may be in the area, injuries or damage resulting from our failure to properly install and maintain the line as shown on plans.

We understand TxDOT may place additional provisions and requirements as listed above, based upon, but not limited to, the type of utility being installed, local site conditions, soil types and traffic.

We acknowledge that this Utility Installation Request approval expires on the 91st calendar day from the date of issuance, unless otherwise approved, if we do not begin our installation by this date. If we do not begin our installation within this time frame and still wish to continue, we will resubmit our request in accordance with the prevailing governing laws, rules, regulations and policies at the time of resubmission.

By signing as/for the requestor below, I certify that I am authorized to represent the requestor, that I agree to the provisions and requirements included in this Utility Installation Request, and our commencement of construction will further attest to our review and acceptance of said additional provisions and requirements.

REQUESTOR
Date:
By: <u>Mark R. Kosmoski</u>
Signature: <u>[Signature]</u>
Title: <u>V.P.</u>
Address: <u>Kirst Kosmoski, Inc.</u>
<u>2630 Fountainview Suite 318</u>
City <u>Houston</u> State <u>TX</u> Zip Code <u>77257</u>
()
Area Code Telephone Number

APPROVED BY TxDOT
Date:
By:
Signature:
Title:
Address:
City State Zip Code
()
Area Code Telephone Number

Privacy Statement

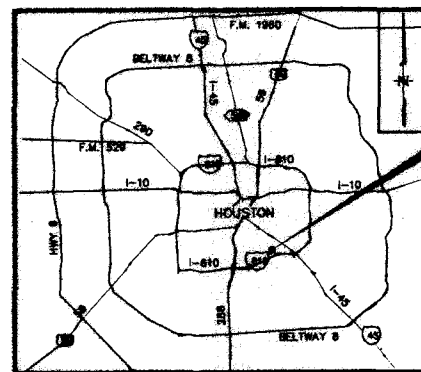
EPAHO092001436

Exhibit 1
JAN 23 2008

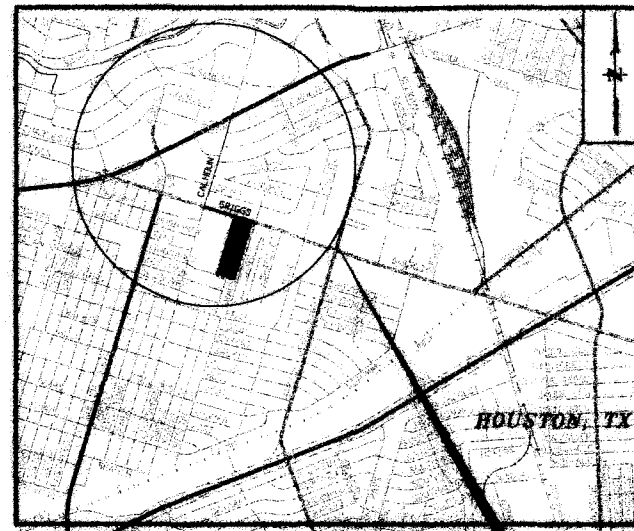
CES ENVIROMENTAL SERVICES, INC.

4904 GRIGGS ROAD

PROPOSED SANITARY SERVICE CONNECTION PRIVATE 6" FORCE MAIN TO THE 54" GRAVITY IN O.S.T.



LOCATION MAP



VICINITY MAP

QMS MAP # 54554
KEY 534 E&J
ZIP CODE 77021

PROJECT LOCATION

I, MARK RUSSELL KOSMOSKI, P.E. HEREBY ACKNOWLEDGE THAT I HAVE REVIEWED THE NEW FLOOD HAZARD RECOVERY DATA AND USED THE MOST RESTRICTIVE INFORMATION FOR THE DESIGN OF THIS PROJECT.

WASTEWATER CAPACITY RESERVATION FILE NO 0003533-014 (5-04-2007)

A 100% PRIVATELY FUNDED SANITARY SEWER PROJECT & DESIGN INVOLVING NO CITY FUNDING.

CONTRACTOR SHALL NOTIFY THE CITY OF HOUSTON, DEPARTMENT OF PUBLIC WORKS AND ENGINEERING, ENGINEERING CONSTRUCTION DIVISION (TELEPHONE NO. (713) 863-1450 48 HOURS BEFORE STARTING WORK ON THIS PROJECT.

OBTAIN ALL REQUIRED C.O.H. PUBLIC WORKS & ENGINEERING TYPE PERMITS FROM 3300 MAIN ST AND 611 WALKER ST AS APPLICABLE

OBTAIN ALL REQUIRED TXDOT PERMITS FROM 7721 WASHINGTON AVENUE HOUSTON, TEXAS AS APPLICABLE.

OBTAIN R-O-W ENCROACHMENT PERMIT FROM P.W.&E, O.C.E.

THIS PROJECT INCLUDES WORK TO BE PERFORMED IN THE CITY OF HOUSTON'S RIGHT OF WAY AND MUST BE PERMITTED PRIOR TO CONSTRUCTION
CONTACT THE REQUIRED SECTIONS BELOW AS INDICATED FOR PERMIT

ONE-CALL NOTIFICATION SYSTEM
CALL BEFORE YOU BEGIN
(713) 223-4567 (IN HOUSTON)
(NEW STATEWIDE NUMBER OUTSIDE HOUSTON)
1-800-543-6005

THE SEAL APPEARING ON THE
ORIGINAL OF THIS DOCUMENT
IS THE AUTHORITY OF
MARK RUSSELL KOSMOSKI,
P.E., IN THE STATE OF TEXAS.
ALL OTHER COPIES OF THIS
DOCUMENT ARE UNLAWFUL
REPRODUCTIONS OF THE
ORIGINAL. THE SEAL IS A
REGISTERED TRADEMARK OF
THE ENGINEERING BOARD OF
THE STATE OF TEXAS.

KKI KIRST KOSMOSKI, INC.
Civil/Consulting Engineers
2630 Fountainview, Ste. 318; Hou., Tx. 77057
Ph: 832-242-7200; Fax: 832-242-7205



CITY OF HOUSTON
DEPARTMENT OF PUBLIC WORKS AND ENGINEERING

* 11/15/07
WATER
11/15/07
WASTEWATER
11/15/07
STORM WATER
11/15/07
STREET & BRIDGE

11/15/07
STORM WATER QUANTITY
11/15/07
TRAFFIC AND TRANSPORTATION
FACILITIES

11/15/07
DIRECTOR OF PUBLIC WORKS
AND ENGINEERING

CITY DWG NO.
44140
SHEET NO. 1 OF 17

THIS PROJECT INCLUDES WORK TO BE PERFORMED IN THE CITY OF HOUSTON'S RIGHT OF WAY AND MUST BE PERMITTED PRIOR TO CONSTRUCTION
CONTACT THE REQUIRED SECTIONS BELOW AS INDICATED

LOCATION 3300 MAIN
PAVING 713-535-7579
SANITARY 713-535-7885
WATER 713-535-7885
STORM 713-535-7579

LOCATION-611 WALKER
STREET CUT 713-837-0546

DRAWING	DESCRIPTION
1 CES-COVER	COVER SHEET & VICINITY MAP
2 CES-GENERAL NOTES	GENERAL AND CONSTRUCTION NOTES
3 CES-LEGEND, ABB. AND NOTES	ABBREVIATIONS AND LEGEND
4 CES-SITE LAYOUT	PROPOSED SANITARY CONNECTIONS
5 CES-PLAN PROFILE-PP01	PLAN AND PROFILE
6 CES-PLAN PROFILE-PP02	PLAN AND PROFILE
7 CES-PLAN PROFILE-PP03	PLAN AND PROFILE
8 CES-PLAN PROFILE-PP04	PLAN AND PROFILE
9 CES-PLAN PROFILE-PP05	PLAN AND PROFILE
10 CES-PLAN PROFILE-PP06	PLAN AND PROFILE
11 CES-PLAN PROFILE-PP07	PLAN AND PROFILE
12 CES-DETAILS-1	STANDARD DETAILS 1 OF 1
13 CES-PPP-DETAILS-1	STANDARD PPP DETAILS 1 OF 1
14 CES-TRAFFIC-1	TRAFFIC CONTROL BRIGGS
15 CES-TRAFFIC-2	TRAFFIC CONTROL CALHOUN
16 CES-TRAFFIC-3	TRAFFIC CONTROL CALHOUN
17 CES-TRAFFIC-4	TRAFFIC CONTROL CALHOUN AT OST

LOCATION-3300 MAIN
☐ PAVING 713 535 7579
☐ STORM 713 535 7579
☐ ALLEY 713 535 7579
☐ SANITARY 713 535 7885
☐ WATER 713 535 7885

LOCATION-611 WALKER
☐ STREET CUT 713 837 0546

* No Water
Involved.

CADTECH
SOLUTIONS

KKI KIRST KOSMOSKI, INC.
Civil/Consulting Engineers
2630 Fountainview, Ste. 318; Hou., Tx. 77057
Ph: 832-242-7200; Fax: 832-242-7205

AUGUST, 2007

CITY OF HOUSTON LOG NO: 07-1165
CITY OF HOUSTON ILMS NO: 07085567


CADTECH
SOLUTIONS


CITY OF HOUSTON, TEXAS CES ENVIRONMENTAL SERVICES, INC. PROPOSED SANITARY SERVICE CONNECTION, PRIVATE 6" FORCEMAIN TO THE 54" GRAVITY IN O.S.T.


KKI KIRST KOSMOSKI, INC.
Civil/Consulting Engineers
2630 Fountainview, Ste. 318; Hou., Tx. 77057
Ph: 832-242-7200; Fax: 832-242-7205


PROPOSED PLAN VIEW


PROPERTY LINE	
NORTH OR EAST ROW	
SOUTH OR WEST ROW	
NORTH OR EAST DITCH OR CURB	
SOUTH OR WEST DITCH OR CURB	
H.L. & P. CO. CONDUIT	
GAS LINE	
S.W.B. TELEPHONE CONDUIT	
WATER LINES	
SANITARY SEWER LINES	
STORM SEWER LINES	
H.L. & P. CO. MANHOLE	
S.W.B. TELEPHONE MANHOLE	
SANITARY SEWER MANHOLE AND CLEANOUT	
STORM SEWER MANHOLE	
SHEET	


WATER VALVE (GATE) 


WATER VALVE (BUTTERFLY) 


FIRE HYDRANT/FLUSHING VALVE 


TAPPING SLEEVE & VALVE 


REDUCER 


ROUND CONNECTION 


SANITARY SEWER MANHOLE AND CLEANDOUT 


STORM SEWER MANHOLE 


STORM SEWER INLETS 


CULVERT PIPE 


ELEVATION 


TOP OF CURB 

GUTTER 

FLOWLINE 

DIRT 

SOIL BORING LOCATION 

BASILINE POINT OF INTERSECTION 

VALVE

S.F. MV

FH

WV

5'-0"

6'-0"

8'-0"

M.H.

M.H.

10'-0"

12'-0"

North

68.0

70.0

69.75

69.5

69.25

SECTION

LEGEND:

AB	AND
AC	ALL
AI/VR	AIR INLET / VACUUM RELIEF VALVE
AL	AREA LIGHT
ASPH	ASPHALT
B	BACK TO BACK
B/B	BACK OF CURB
BC	BASLINE
B/L	BUILDING LINE
BM	BENCHMARK
CATV	CABLE TV
CAV	COMINATION AIR/VACUUM VALVE
C	CUR
CI	CISTERN
CL	CLEARANCE
CNP	CORRUGATED METAL PIPE
C/O	CLEANOUT
CONC	CONCRETE
COVD	COVERED
CP	CONCRETE PIPE
CS	CORRUGATED METAL PIPE
DIA	DIAMETER
D	DIAMETER
D/S	DOWNSTREAM
DNP	DUCTILE IRON PIPE
DNW(S)	DRAINAGE(S)
E	EAST
ELEC	ELECTRICAL
ELC EQ	ELECTRIC EQUIPMENT
ESMT	ESSENTIAL
EXIST	EXISTING
F-F	FACE TO FACE
FH	FIRE HYDRANT
FL	FLOW LINE
FM	FORCE MAIN
GL	GROUND LEVEL
GM	GRAVEL
HMWC	HOT MIXED ASPHALT CONCRETE
HP	HIGH PRESSURE
IRV	IRRIGATION VALVE
JRCP	JOINTED REINFORCED CONCRETE PIPE
LF	LINEAR FEET
LT	LEFT
MH	MANHOLE
MP	METAL PIPE
N	NORTH



NEV	NOT FIELD VERIFIED	UE	UTILITY EASEMENT
NET	NATURAL GRADE	UL	UNDERGROUND
NO	NUMBER	U/S	UPSTREAM
NTS	NOT TO SCALE	VAR	VARIABLES
OC	ON CENTER	VPI	POINT OF VERTICAL INTERSECTION
ODEN	ON CENTER EACH WAY	W	WEST
OPMG	OPENING	W/F	WATER FAUCET
OC	OUTSIDE DIAMETER	WC	WHEELCHAIR
PD	POINT OF CURVATURE	WL	WATER LINE
PGL	PAVING GRADE LINE	WM	WATER METER
PI	POINT OF INTERSECTION	WV	WATER VALVE
PT	POINT OF TANGENCY		
PLA	PLASTIC		
PP	POWER POLE		
PROP	PROPOSED		
PVC	PLASTIC PIPE		
PWMT	PAVEMENT		
R	RADIUS		
R/D	ROOF DRAIN		
REINW	REINFORCED		
R/W	RIGHT-OF-WAY		
R/R	RISER		
RT	RIGHT		
S	SOUTH		
SAN	SANITARY		
SEW	SEWER		
SP	SURFACE POLE		
SQ	SQUARE		
ST LT	STREET LIGHT		
ST	STREET		
STA	STATION		
STAB	STABILIZED		
STB	STANDARD		
STL	STEEL		
STM	STORM		
S/W	SIDEWALK		
TC	TOP OF CURB		
TEL ENC	TELEPHONE ENCLOSURE		
TP	TOP OF PAVEMENT		
TGU	TEMPORARY GATE VALVE		
TR	TOP OF RM		
TRAF	TRANSFORMER		
TW	TIME WARNER CABLE COMPANY		
TY	TYPICAL		

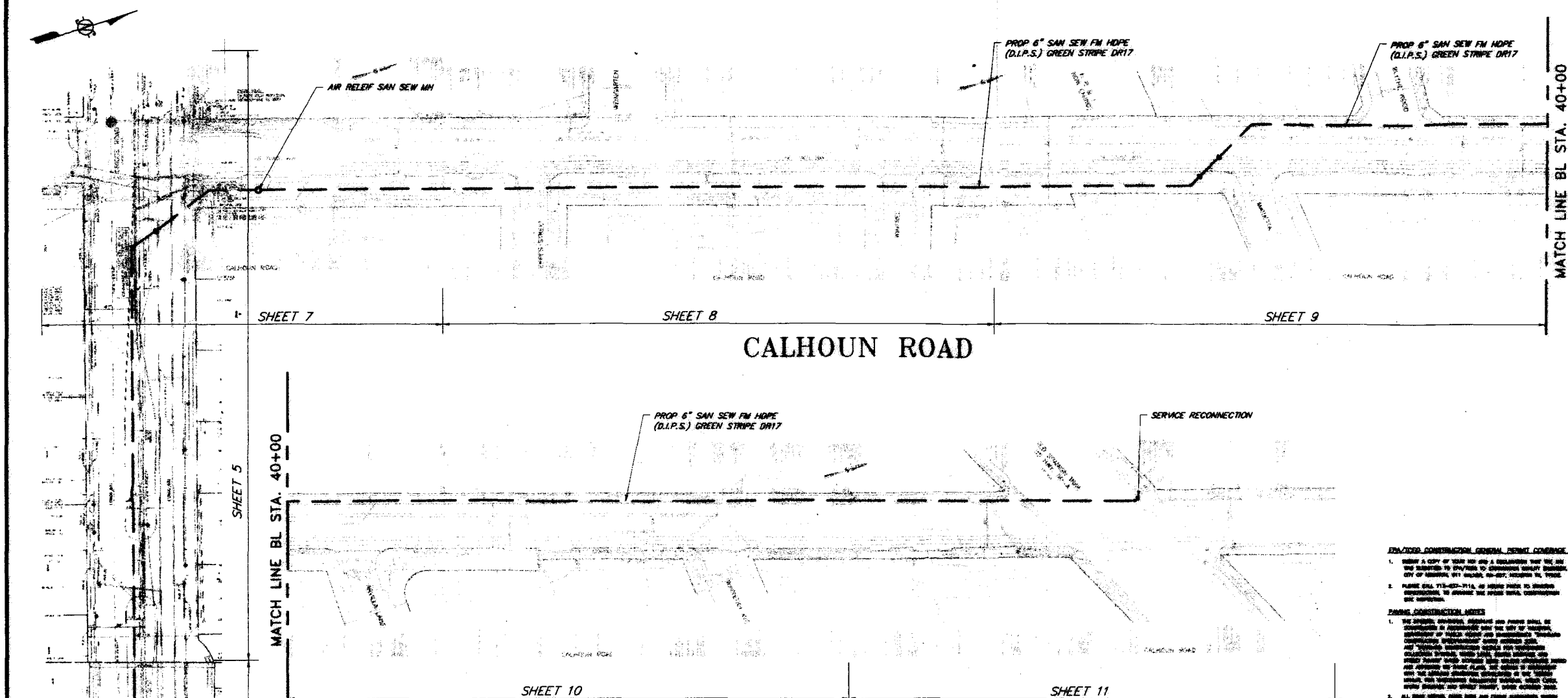
<u>TREE ABBREVIATIONS</u>			
AP	APRICOT		
CD	CEDAR		
CN	CREPE MYRTLE		
D	DEAD TREE		
E	ELM		
FG	FIG		
HB	HACKBERRY		
HL	HOLLY		
MG	MAGNOLIA		
O	Oak		
PA	PEACH		
PR	PEAR		
PE	PECAN		
P	PINE		
PL	PLUM		
T	TALLOW		
TC	TREE CLUSTER		
W	WILLOW		

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PL	PLUM
T	TALLOW
TC	TREE CLUSTER
W	WILLOW

No.	Date	Particulars						Ap	
PRIVATE UTILITY LINES SHOWN									
178NOTE									
Description of Work: See drawing Location of Work: See drawing Date of Work: See drawing									
This is a valid for one year If not used within one year, the drawing is void unless noted									
178NOTE									
Description of Work: See drawing Location of Work: See drawing Date of Work: See drawing									
CABLE COMPANY									
					THE SEAL AFFIXED ON THE ORIGINAL OF THIS DRAWING IS THE PROPERTY OF THE CITY OF LOS ANGELES. IT IS TO BE KEPT IN THE OFFICE OF THE CITY ENGINEER. IT IS TO BE USED ONLY FOR THE PURPOSES OF THE CITY OF LOS ANGELES.				
									
KKIKIRST KOSMOSKI, INC. Civil/Consulting Engineers 2630 Piedmont Ave., Ste. 318, Napa, Ca. 94556 Ph: 423-242-7200; Fax: 423-242-7201									
CADTECH SOLUTIONS									
Design By: MK				KCI JOB NUMBER:					
Date: 08-07-07									
Des. By: JAG				CSI JOB NUMBER:					
Chief By: MK				001-999-08					
CES ENVIRONMENTAL SERVICES 4904 GRIGGS ROAD PROPOSED SANITARY SERVICES CONNECTION 6" FORCE MAIN TO 54" GRAVITY IN O.S.T.									
LEGEND ABBREVIATIONS AND NOTES									
DEPARTMENT OF PUBLIC WORKS AND ENGINEERING									
DESIGNED BY: [Signature] CHECKED BY: [Signature] DATE: 11/15/07		DRAWN BY: [Signature] CHECKED BY: [Signature] DATE: 11/15/07		DESIGNED BY: [Signature] CHECKED BY: [Signature] DATE: 11/15/07		DRAWN BY: [Signature] CHECKED BY: [Signature] DATE: 11/15/07		DESIGNED BY: [Signature] CHECKED BY: [Signature] DATE: 11/15/07	
FILE NUMBER:		CITY ENGINEER:							
DRAWING SCALE:		CITY ENGINEER:							
VERT. HORIZ.:		CITY ENGINEER:							
SHEET:		CITY ENGINEER:							
3 OF 17									



GRIGGS ROAD

CALHOUN ROAD

[illegible][illegible][illegible]

PRIMARY COUNTRY	EXPANDED TIER CIVILIAN SYSTEM			EXPANDED TIER MILITARY SYSTEM		
	ARMED FORCES	ARMED POLICE	ARMED GUARD	ARMED FORCES	ARMED POLICE	ARMED GUARD
1. THE CIVILIAN SYSTEM	1.1	1.2	1.3	2.1	2.2	2.3
2. THE MILITARY SYSTEM	3.1	3.2	3.3	4.1	4.2	4.3

[illegible][illegible]

EPA/IGEO CONSTRUCTION GENERAL PERMIT COVERAGE REQUIRED

1. SUBMIT A COPY OF THEIR MAP AND A DECLARATION THAT THE MAP WAS PREPARED BY AN INDIVIDUAL OR FIRM REGISTERED AS A PROFESSIONAL ENGINEER OR ARCHITECT IN THE STATE OF CALIFORNIA, BY OR UNDER THE CLOSE PERSONAL SUPERVISION OF SUCH INDIVIDUAL OR FIRM, IN THE STATE OF CALIFORNIA.
2. PLANS SCALE 7/8"=1'-0"=3/4"=1/2"=1/4"=1/8"=1/16"=1/32"=1/64"=1/128"=1/256"=1/512"=1/1024"=1/2048"=1/4096"=1/8192"=1/16384"=1/32768"=1/65536"=1/131072"=1/262144"=1/524288"=1/1048576"=1/2097152"=1/4194304"=1/8388608"=1/16777216"=1/33554432"=1/67108864"=1/134217728"=1/268435456"=1/536870912"=1/1073741824"=1/2147483648"=1/4294967296"=1/8589934592"=1/17179869184"=1/34359738368"=1/68719476736"=1/137438953472"=1/274877907344"=1/549755814688"=1/1099511629376"=1/2199023258752"=1/4398046517504"=1/8796093035008"=1/17592186070016"=1/35184372140032"=1/70368744280064"=1/140737488560128"=1/281474977120256"=1/562949954240512"=1/1125899908481024"=1/2251799816962048"=1/4503599633924096"=1/9007199267848192"=1/18014398535696384"=1/36028797071392768"=1/72057594142785536"=1/144115188285571072"=1/288230376571142144"=1/576460753142284288"=1/1152921506284568576"=1/2305843012569137152"=1/4611686025138274304"=1/9223372050276548608"=1/18446744100553097216"=1/36893488201106194432"=1/73786976402212388864"=1/14757395280442477728"=1/29514790560884955456"=1/59029581121769910912"=1/118059162243539821824"=1/236118324487079643648"=1/472236648974159287296"=1/944473297948318574592"=1/1888946595896637149184"=1/3777893191793274298368"=1/7555786383586548596736"=1/15111572767173097193472"=1/30223145534346194386944"=1/60446291068692388773888"=1/120892582137384777547776"=1/241785164274769555095552"=1/483570328549539110191104"=1/967140657099078220382208"=1/1934281314198156440764416"=1/3868562628396312881528832"=1/7737125256792625763057664"=1/15474250513585251526115328"=1/30948501027170503052230656"=1/61897002054341006104461312"=1/123794004108682012208922624"=1/247588008217364024417845248"=1/495176016434728048835690496"=1/990352032869456097671380992"=1/1980704065738912195342761984"=1/3961408131477824390685523968"=1/7922816262955648781371047936"=1/15845632525911297562742095872"=1/31691265051822595125484191744"=1/63382530103645190250968383488"=1/126765060207290380501936766976"=1/253530120414580761003873533952"=1/507060240829161522007747067904"=1/1014120481658323044015494135808"=1/2028240963316646088030988271616"=1/4056481926633292176061976543232"=1/8112963853266584352123953086464"=1/16225927706533168704247906172928"=1/32451855413066337408495812345856"=1/64903710826132674816991624691712"=1/129807421652265349633983249383424"=1/259614843304530699267966498766848"=1/519229686609061398535932997533696"=1/1038459373218122797071865995067392"=1/2076918746436245594143731990134784"=1/4153837492872491188287463980269568"=1/8307674985744982376574927960539136"=1/16615349971489964753149855921078272"=1/33230699942979929506299711842156544"=1/66461399885959859012599423684313088"=1/132922799771919718025198847368626176"=1/265845599543839436050397694737252352"=1/531691199087678872100795389474504704"=1/1063382398175357744201590778949009408"=1/2126764796350715488403181557898018816"=1/4253529592701430976806363115796037632"=1/8507059185402861953612726231592075264"=1/17014118370805723907225452463184150528"=1/34028236741611447814450904926368301056"=1/68056473483222895628901809852736602112"=1/136112946966445791257803619705473204224"=1/272225893932891582515607239410946408448"=1/544451787865783165031214478821892816896"=1/1088903575731566330062428957643785633792"=1/2177807151463132660124857915287571267584"=1/4355614302926265320249715830575142535168"=1/8711228605852530640499431661150285070336"=1/17422457211705061280998863322300570140672"=1/34844914423410122561997726644601140281344"=1/69689828846820245123995453289202280562688"=1/139379657693640490247990906578404561125376"=1/278759315387280980495981813156809122250752"=1/557518630774561960991963626313618244501504"=1/1115037261549123921983927252627236489003008"=1/2230074523098247843967854505254472978006016"=1/4460149046196495687935709010508945976012032"=1/8920298092392991375871418021017891952024064"=1/17840596184785982751742836042035783904048128"=1/35681192369571965503485672084071567808096256"=1/71362384739143931006971344168143135616192512"=1/142724769478287862013942688336286271232

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<p>CABLE COMPANY</p>	
<p>KKI KIRST KOSMOSKI, INC. <i>Civil/Consulting Engineers</i> 2630 Fondrenview, Bn. 318; Hm., Tx. 77057 Ph: 832-242-7200; Fax: 832-242-7205</p>	
<p>CADTECH SOLUTIONS</p>	
<p>Design By: MK</p>	<p>KID JOB NUMBER:</p>
<p>Date: 08-07-07</p>	<p>CS JOB NUMBER:</p>
<p>Drawn By: JAG</p>	<p>001-999-08</p>
<p>Check By: MK</p>	
<p>GES ENVIRONMENTAL SERVICES, 4904 GRIGGS ROAD PROPOSED SANITARY SERVICES CONNECTION 6" FORCE MAIN TO 54" GRAVITY IN O.S.T.</p>	
<p>SITE LAYOUT</p>	
<p>DEPARTMENT OF PUBLIC WORKS AND ENGINEERING</p>	
<p>Drawn By: <i>[Signature]</i></p> <p>Checked By: <i>[Signature]</i></p> <p>Project: <i>[Signature]</i></p> <p>City: <i>[Signature]</i></p>	<p>Drawn By: <i>[Signature]</i></p> <p>Checked By: <i>[Signature]</i></p> <p>Project: <i>[Signature]</i></p> <p>City: <i>[Signature]</i></p>
<p>FILE NUMBER:</p>	<p>CITY SPEC NO.</p>
<p>DRAWING SCALE:</p>	<p>44149</p>
<p>VERT. HORIZ.</p>	<p>4 OF 16</p>

ENTEX NOTE:
CAUTION HIGH PRESSURE
16" GAS LINE IN AREA

BENCH MARKS

C.O.H. SURVEY MARK 0228-0913, EL=58.34, 1973 ADJ
C.O.H. SURVEY MARK 0425-0804, EL=58.40, 1984 ADJ
TBM # 15, R.R. SPUR N. OF POWER POLE @ S.W. COR. OF 17 & CALHOUN, STA. 135+80.00, 89' LT., EL=58.42-58.43

No.	Date	Revisions	App.
PRIVATE UTILITY LINES SHOWN			
<i>[Handwritten signatures and notes]</i>			

CABLE COMPANY



THE SEAL AFFIXED ON THE
DRAWING OF THE ENGINEER
IS A VALIDATION OF THE
ENGINEER'S REGISTRATION
P.L. NO. 0000000000000000
EXPIRATION DATE 12/31/2000
ISSUED BY THE BOARD OF
ENGINEERING EXAMINERS
A DIVISION OF THE STATE
ENGINEERING BOARD ACT.

KKI KIRST KOSMOSKI, INC.
Civil Consulting Engineers
2630 Fondrenview, Ste. 318, Houston, TX 77057
Ph: 832-242-7200; Fax: 832-242-7205

CADTECH
SOLUTIONS

Design By:	MK	KKI JOB NUMBER:
Date:	08-07-07	
Drawn By:	JAG	CSI JOB NUMBER:
Check By:	MK	001-999-08

CES ENVIRONMENTAL SERVICES,
4904 GRIGGS ROAD
PROPOSED SANITARY SERVICES
CONNECTION 8" FORCE MAIN TO
54" GRAVITY IN O.S.T.

PLAN PROFILE-PP01

DEPARTMENT OF PUBLIC WORKS AND ENGINEERING

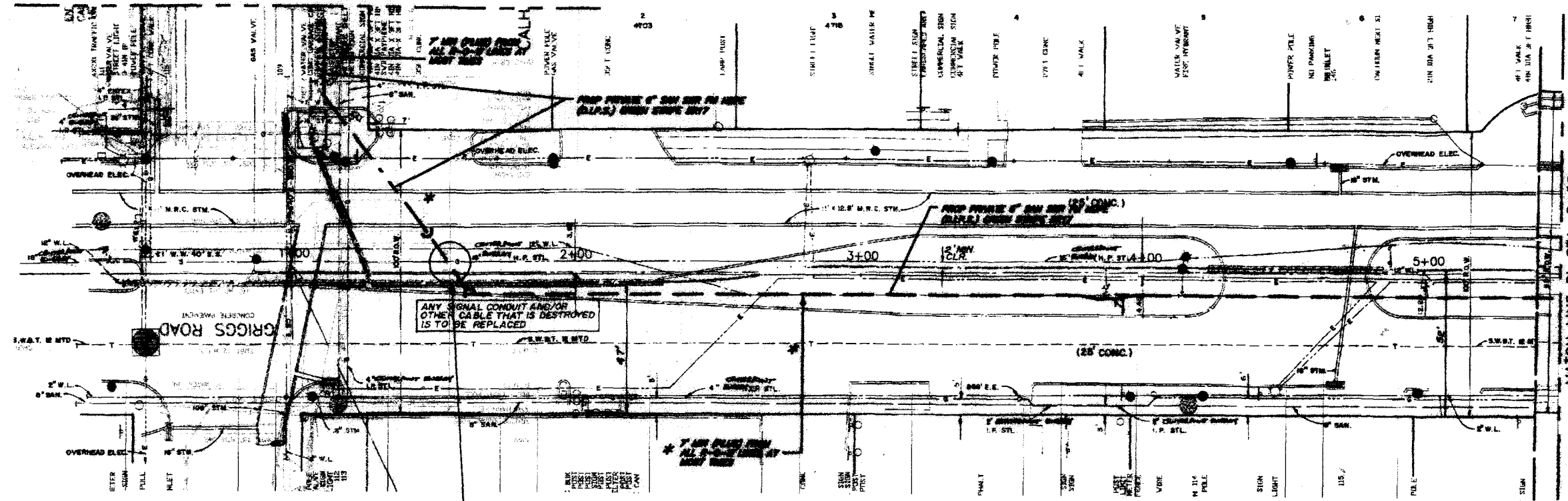
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<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>

FILE NUMBER:	QTY DWG NO:
DRAWING SCALE: 1"=20'	44149
VERT:	
HORIZ:	
SHEET	5 OF 16

By: JAG Date: 08-07-07

MATCH LINE SEE SHEET 7 OF 17

MATCH LINE BL STA. 5+50

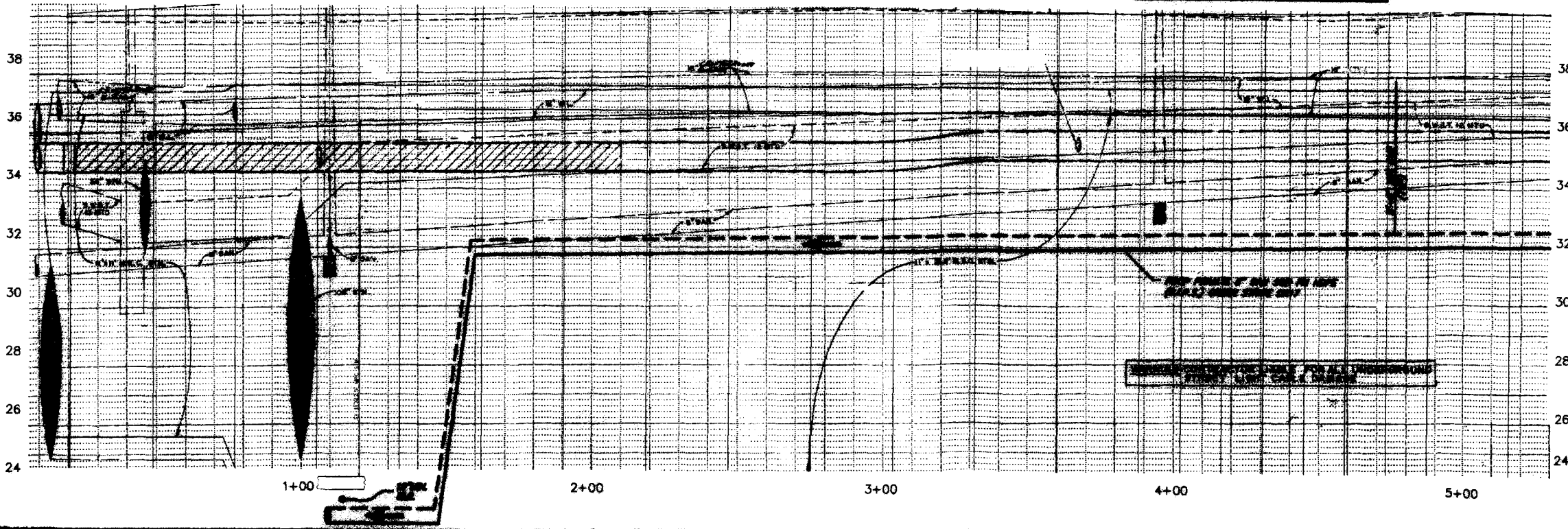


BACKGROUND INFORMATION
FROM C.O.H. DWG 8078.31 SHEET 31 OF 50

CITY OF HOUSTON OWS MAP NO. 54550
PLAN NUMBER:
WATER: NO 8078
SANITARY SEWER: RP31292
STORM SEWER: P0881

← FORCE MAIN FLOW

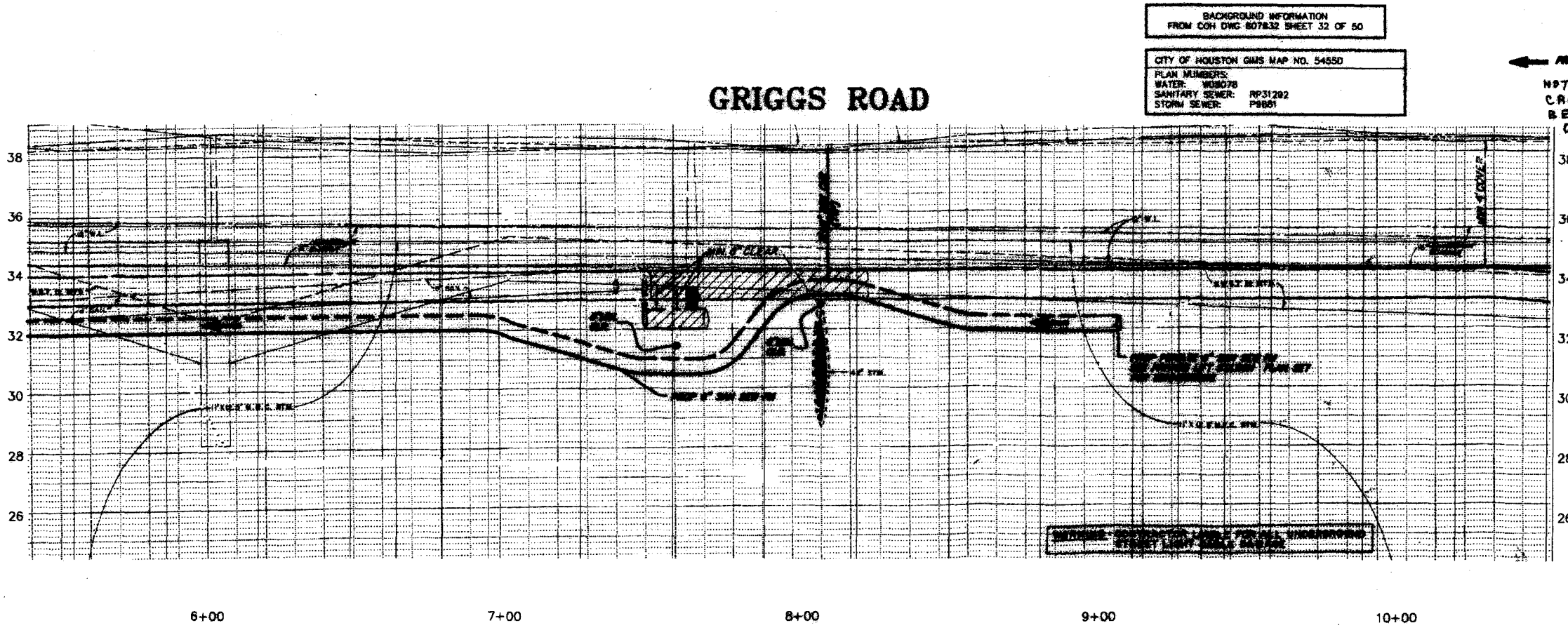
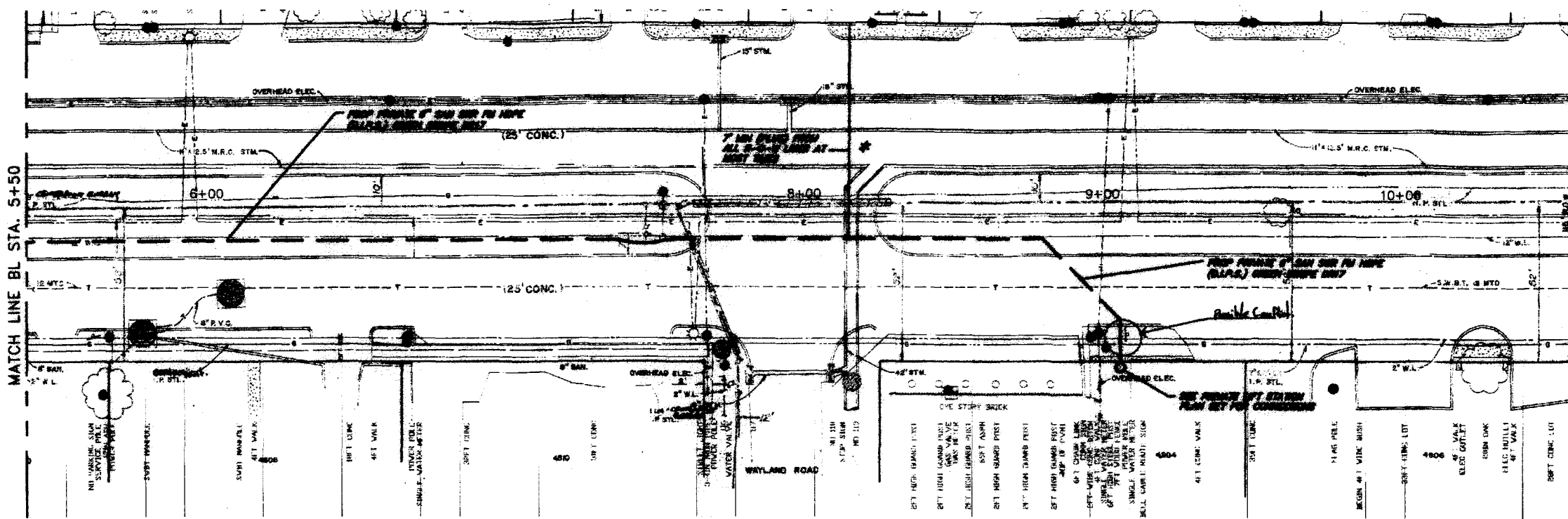
GRIGGS ROAD



ENTEX NOTE:
CAUTION HIGH PRESSURE
16" GAS LINE IN AREA

BENCH MARKS

C.O.H. SURVEY MARKER 8288-8213, EL.=50.34, 1973 ADJ.
C.O.H. SURVEY MARKER 3493-4004,
ELEV.=40.80, 1984 ADJ.
TBM # 15, R.R. SPUR N. OF POWER POLE @ S.W. COR.
ST. 8 CALHOUN, STA. 135+80.00, 5' LT., ELEV.=42.38



BACKGROUND INFORMATION
FROM CCH DWG 807832 SHEET 32 OF 50

CITY OF HOUSTON GIS MAP NO. 54550
PLAN NUMBER:
WATER: W08078
SANITARY SEWER: RP31202
STORM SEWER: P8801

NOTE: ALL PAVEMENT
CROSSINGS ARE TO
BE BORED & JACKED
OR TUNNELED.

PRIVATE UTILITY LINES SHOWN
C.A.H. SURVEY MARKER 8288-8213, EL.=50.34, 1973 ADJ.
C.A.H. SURVEY MARKER 3493-4004,
ELEV.=40.80, 1984 ADJ.
TBM # 15, R.R. SPUR N. OF POWER POLE @ S.W. COR.
ST. 8 CALHOUN, STA. 135+80.00, 5' LT., ELEV.=42.38

CABLE COMPANY
THE SEAL APPEARED ON THE
FRONT OF THIS DOCUMENT
MADE PUBLIC RECORD
FILE NO. 8288-8213
JANUARY 15, 1973
RECORDS SECTION
CITY OF HOUSTON

KKI KENT KOSMOSKINE
Civil/Consulting Engineers
2630 Fennellview, Ste. 318, Houston, TX 77057
PH: 832-243-7200; Fax: 832-243-7285

CADTECH
SOLUTIONS

Design By: MK 100 JOB NUMBER:
Date: 05-07-07
Rev. By: JAG CSI JOB NUMBER:
Chd By: MK 001-999-08

CES ENVIRONMENTAL SERVICES,
4904 GRIGGS ROAD
PROPOSED SANITARY SERVICES
CONNECTION 8" FORCE MAIN TO
54" GRAVITY IN O.S.T.

PLAN PROFILE-PP02

DEPARTMENT OF PUBLIC WORKS AND ENGINEERING
11/13/07
11/13/07

FILE NUMBER:
DRAWING SCALE: 1"=20'
VERT. SCALE:
SHEET
6 OF 16

By: J. Kosmoskine
Date: Nov 05 2007

BENCH MARKS

C.O.H. SURVEY MARKER 8288-0813, EL.=59.34, 1973 ADJ.

C.O.H. SURVEY MARKER 5458-0904,
ELEV.=40.00, 1964 ADJ.

TBM # 15: R.R. SPIKE N. OF POWER POLE @ S.W. COR.
OST @ CALHOUN, STA. 133+60.00, 59' LT. ELEV.=42.56

No.	Date	Revisions	App.

PRIVATE UTILITY LINES SHOWN

COVERED BY CONTRACTING FACILITIES
APPROVED ONLY FOR OVERSEAS UNEMPLOYED DUCT LINES UNLESS OTHERWISE NOTED
VALID AT TIME OF ISSUANCE

7500 110

SNBT CO. VALID FOR ONE YEAR
APPROVED ONLY FOR UNDERGROUND CONDUIT FACILITIES

1.1-

CONFIDENTIAL - EMBROIDERED IN PLAIN
(Golf sleeve links are not visible)

CABLE COMPANY



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KKI **KIRST KOSMOSKI, INC.**
Civil/Consulting Engineers
2630 Fountainsview, Ste. 318, Houston, Tx. 77057
Ph: 832-242-7200; Fax: 832-342-7205

CADTECH
SOLUTIONS

Design By: MK	KRI JOB NUMBER:
Date: 08-07-07	
Drawn By: JAG	CSI JOB NUMBER: 001-999-08
Checked By: MK	

CES ENVIRONMENTAL SERVICES,
4804 GRIGGS ROAD
PROPOSED SANITARY SERVICES
CONNECTION 6" FORCE MAIN TO
54" GRAVITY IN O.S.T.

PLAN PROFILE-PP04

DEPARTMENT OF PUBLIC WORKS AND ENGINEERING

NAME <i>John Doe</i>	DOB <i>01-15-75</i>	THUMB <i>1-15-75</i>
STREET <i>123 Main St</i>	CITY <i>Springfield</i>	STATE <i>IL</i>

FILE NUMBER: CITY ONE



DRAWING SCALE: 1"=20'

44125

VERT: _____
HORIZ: _____

0427

8 OF 17

Q:\001-999-8\CES FORCE MAIN\dwg\CES-PP04.dwg By: jgaracio

BENCH MARKS

G.C.H. SURVEY MARKER 5250-8813, EL.=50.34, 1973 ADJ.

G.C.H. SURVEY MARKER 5485-8804,
ELEV.=40.80, 1964 ADJ.

TRM # 15: R.R. SPIKE M. OF POWER POLE @ S.W. COR.
POST & CALHOUN, STA. 133+00.60, 56' LT., ELEV.=42.56

BENCH MARKS

G.O.H. SURVEY MARKER 3250-8013, EL=59.34, 1973 ADJ.
G.O.H. SURVEY MARKER 3405-0004,
ELEV.=40.00, 1964 ADJ.
TBM # 15: R.R. SPIKE N. OF POWER POLE @ S.W. COR.
JST & CALHOUN, STA. 133+50.00, 56' LT., ELEV.=42.36

No.	Date	Revisions	App.

PRIVATE UTILITY LINES SHOWN

11/18/07

General and Electric Electric FACILITIES
(APPROPRIATE ONLY FOR OVERSEAS UNDERSEAS AND SUEZ CANAL/RAILROADS (OTHERWISE NOTED))

VALID AT THE OF RECORD ONLY
John P. ... 11-05-07
 SING CO. VALID FOR ONE YEAR
 APPROVED ONLY FOR UNDERGROUND CONDUIT FACILITIES
 UNLESS NOTED

[Signature] 11/8/87
 Director, Bureau of Prisons
 U.S. Department of Justice

CABLE COMPANY



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K K I **KIRST KOSMOSKI, INC.**
Civil/Consulting Engineers
2630 Fountainview, Ste. 318; Hou., Tx. 77057
Ph: 832-242-7200; Fax: 832-242-7205

CADTECH
SOLUTIONS

Design By: MK	KCI JOB NUMBER:
Date: 08-07-07	
Drawn By: JAG	CSI JOB NUMBER: 001-999-08
Child By: MK	

CES ENVIRONMENTAL SERVICES,
 4904 GRIGGS ROAD
 PROPOSED SANITARY SERVICES
 CONNECTION 6" FORCE MAIN TO
 54" GRAVITY IN O.S.T.

PLAN PROFILE-PP05

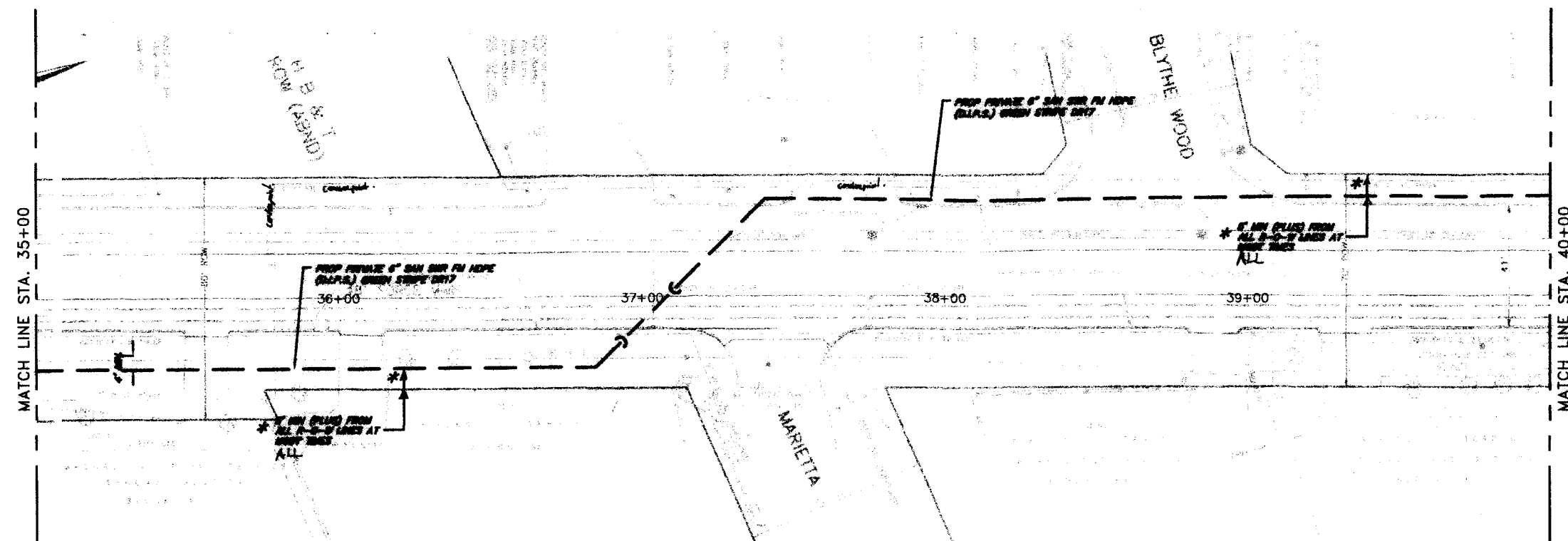
DEPARTMENT OF PUBLIC WORKS AND ENGINEERING

DATE <i>1/15/57</i>	RECEIVED BY <i>David R. S.</i>	NAME <i>None</i>
TYPE OF WORK <i>Patent Research</i>	STARTING <i>S. H. H.</i>	END <i>S. H. H.</i>
	<i>1/15/57</i>	<i>1/15/57</i>

FILE NUMBER:	
DRAWING SCALE: 1"=20'	
VERT. HORIZ.	
DATE:	
9 OF 17	

9 OF 17

By: jagarcia
Date: May 05 2007
Path: \\001-999-8\CES FORCE MAIN\dwg\CES-PP05.dwg



→ **PRINCE FM PLON**

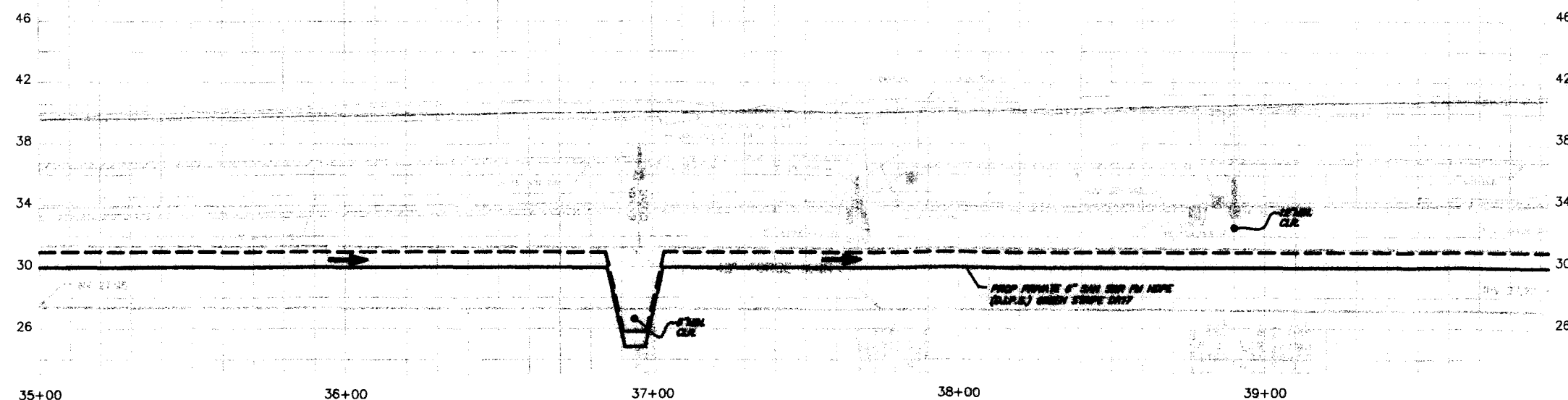
BACKGROUND INFORMATION
FROM COH DWG 32522 SHEET 15 OF 35

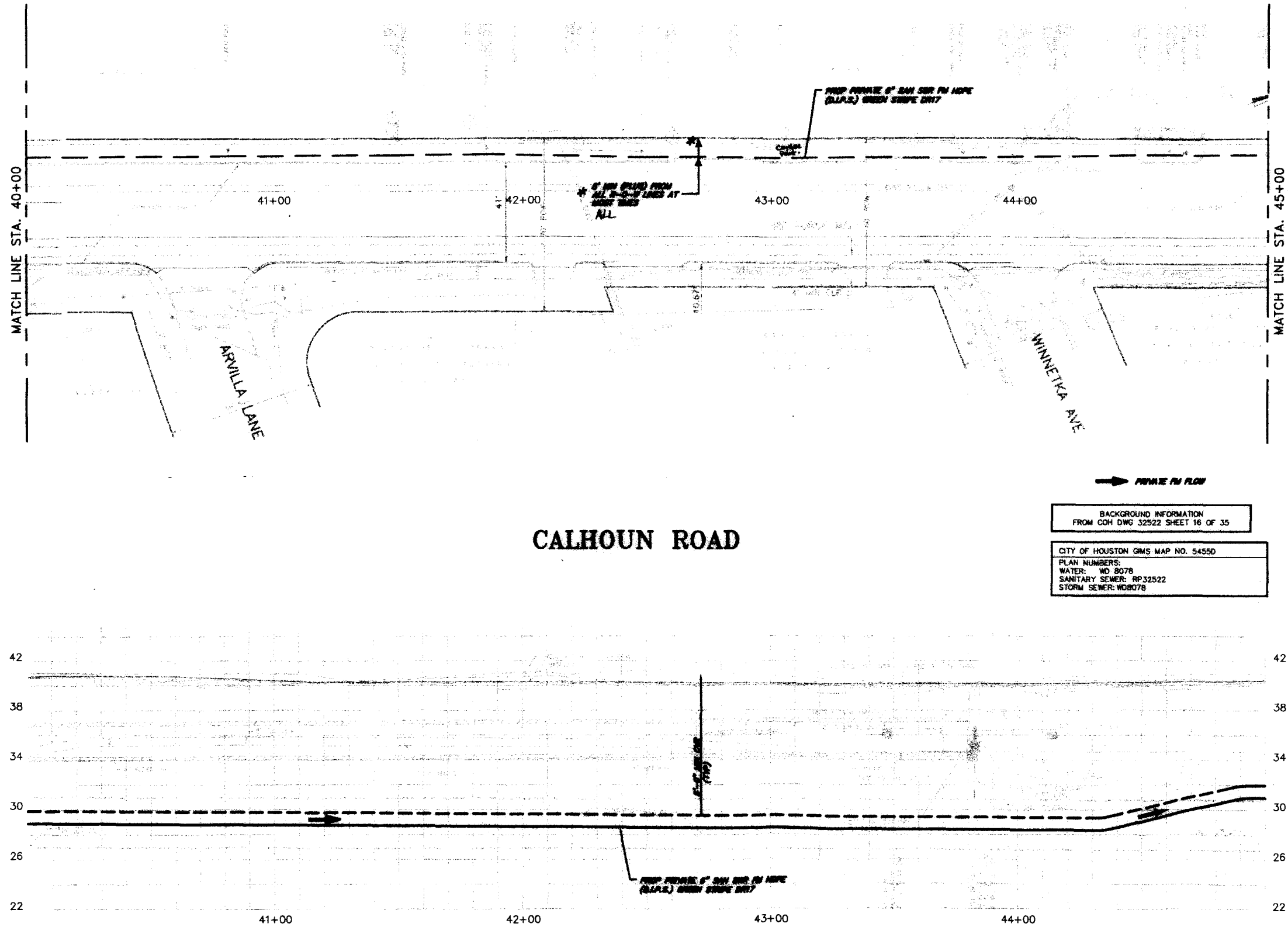
CITY OF HOUSTON GIS MAP NO. 5455D

PLAN NUMBERS:
WATER: WD 8078
SANITARY SEWER: RP32522
STORM SEWER: WD8078

CALHOUN ROAD

CALHOUN ROAD





ENTEX NOTE:
CAUTION HIGH PRESSURE
16" GAS LINE IN AREA

BENCH MARKS
C.O.H. SURVEY MARKER 5258-BELL, EL=59.34, 1973 ADJ.
C.O.H. SURVEY MARKER 5455-0804, EL=60.60, 1964 ADJ.
TBM # 15: R.R. SPIKE N. OF POWER POLE @ S.S. COR. DIST. & CALHOUN, STA. 133+50.60, 59' LT., EL=62.35


No.	Date	Revisions	App.

PRIVATE UTILITY LINES SHOWN

DESIGNED BY: *[Signature]* 11/8/07
CHECKED BY: *[Signature]* 11/8/07
SWIFT CO. VALID FOR ONE YEAR
APPROVED ONLY FOR UNDERGROUND CONDUIT FACILITIES
UNLESS NOTED

CERTIFIED: *[Signature]* 11/8/07
(SEAL SERVICE LINES ARE NOT SEEN)

CABLE COMPANY

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KKI KIRST KOSMOSKI, INC.
Civil Consulting Engineers
2630 Fountainview, Ste. 318, Houston, TX 77057
Ph: 832-242-7200; Fax: 832-242-7205

CADTECH SOLUTIONS

Design By: MK	KKI JOB NUMBER:
Date: 08-07-07	
Dwn By: JAG	CSI JOB NUMBER:
Chkd By: MK	001-999-08

CES ENVIRONMENTAL SERVICES,
4904 GRIGGS ROAD
PROPOSED SANITARY SERVICES
CONNECTION 6" FORCE MAIN TO
54" GRAVITY IN O.S.T.

PLAN PROFILE-PP06

DEPARTMENT OF PUBLIC WORKS AND ENGINEERING

DESIGNED BY: <i>[Signature]</i> 11/8/07	CHECKED BY: <i>[Signature]</i> 11/8/07	DATE: 11/8/07
APPROVED BY: <i>[Signature]</i> 11/8/07		

FILE NUMBER:

DRAWING SCALE: 1"=20'

VERT:

HORIZ:

SHEET: 10 OF 17

CITY OF HOUSTON
44149
CITY ENGINEER'S OFFICE

SC: JAG/PP06/08/07/08/09/10/11/12/13/14/15/16/17/18/19/20/21/22/23/24/25/26/27/28/29/30/31/32/33/34/35/36/37/38/39/40/41/42/43/44/45/46/47/48/49/50/51/52/53/54/55/56/57/58/59/60/61/62/63/64/65/66/67/68/69/70/71/72/73/74/75/76/77/78/79/80/81/82/83/84/85/86/87/88/89/90/91/92/93/94/95/96/97/98/99/100/101/102/103/104/105/106/107/108/109/110/111/112/113/114/115/116/117/118/119/120/121/122/123/124/125/126/127/128/129/130/131/132/133/134/135/136/137/138/139/140/141/142/143/144/145/146/147/148/149/150/151/152/153/154/155/156/157/158/159/160/161/162/163/164/165/166/167/168/169/170/171/172/173/174/175/176/177/178/179/180/181/182/183/184/185/186/187/188/189/190/191/192/193/194/195/196/197/198/199/200/201/202/203/204/205/206/207/208/209/210/211/212/213/214/215/216/217/218/219/220/221/222/223/224/225/226/227/228/229/230/231/232/233/234/235/236/237/238/239/240/241/242/243/244/245/246/247/248/249/250/251/252/253/254/255/256/257/258/259/260/261/262/263/264/265/266/267/268/269/270/271/272/273/274/275/276/277/278/279/280/281/282/283/284/285/286/287/288/289/290/291/292/293/294/295/296/297/298/299/300/301/302/303/304/305/306/307/308/309/310/311/312/313/314/315/316/317/318/319/320/321/322/323/324/325/326/327/328/329/330/331/332/333/334/335/336/337/338/339/340/341/342/343/344/345/346/347/348/349/350/351/352/353/354/355/356/357/358/359/360/361/362/363/364/365/366/367/368/369/370/371/372/373/374/375/376/377/378/379/380/381/382/383/384/385/386/387/388/389/390/391/392/393/394/395/396/397/398/399/400/401/402/403/404/405/406/407/408/409/410/411/412/413/414/415/416/417/418/419/420/421/422/423/424/425/426/427/428/429/430/431/432/433/434/435/436/437/438/439/440/441/442/443/444/445/446/447/448/449/450/451/452/453/454/455/456/457/458/459/460/461/462/463/464/465/466/467/468/469/470/471/472/473/474/475/476/477/478/479/480/481/482/483/484/485/486/487/488/489/490/491/492/493/494/495/496/497/498/499/500/501/502/503/504/505/506/507/508/509/510/511/512/513/514/515/516/517/518/519/520/521/522/523/524/525/526/527/528/529/530/531/532/533/534/535/536/537/538/539/540/541/542/543/544/545/546/547/548/549/550/551/552/553/554/555/556/557/558/559/560/561/562/563/564/565/566/567/568/569/570/571/572/573/574/575/576/577/578/579/580/581/582/583/584/585/586/587/588/589/590/591/592/593/594/595/596/597/598/599/600/601/602/603/604/605/606/607/608/609/610/611/612/613/614/615/616/617/618/619/620/621/622/623/624/625/626/627/628/629/630/631/632/633/634/635/636/637/638/639/640/641/642/643/644/645/646/647/648/649/650/651/652/653/654/655/656/657/658/659/660/661/662/663/664/665/666/667/668/669/670/671/672/673/674/675/676/677/678/679/680/681/682/683/684/685/686/687/688/689/690/691/692/693/694/695/696/697/698/699/700/701/702/703/704/705/706/707/708/709/710/711/712/713/714/715/716/717/718/719/720/721/722/723/724/725/726/727/728/729/730/731/732/733/734/735/736/737/738/739/740/741/742/743/744/745/746/747/748/749/750/751/752/753/754/755/756/757/758/759/760/761/762/763/764/765/766/767/768/769/770/771/772/773/774/775/776/777/778/779/780/781/782/783/784/785/786/787/788/789/790/791/792/793/794/795/796/797/798/799/800/801/802/803/804/805/806/807/808/809/810/811/812/813/814/815/816/817/818/819/820/821/822/823/824/825/826/827/828/829/830/831/832/833/834/835/836/837/838/839/840/841/842/843/844/845/846/847/848/849/850/851/852/853/854/855/856/857/858/859/860/861/862/863/864/865/866/867/868/869/870/871/872/873/874/875/876/877/878/879/880/881/882/883/884/885/886/887/888/889/890/891/892/893/894/895/896/897/898/899/900/901/902/903/904/905/906/907/908/909/910/911/912/913/914/915/916/917/918/919/920/921/922/923/924/925/926/927/928/929/930/931/932/933/934/935/936/937/938/939/940/941/942/943/944/945/946/947/948/949/950/951/952/953/954/955/956/957/958/959/960/961/962/963/964/965/966/967/968/969/970/971/972/973/974/975/976/977/978/979/980/981/982/983/984/985/986/987/988/989/990/991/992/993/994/995/996/997/998/999/1000/1001/1002/1003/1004/1005/1006/1007/1008/1009/1010/1011/1012/1013/1014/1015/1016/1017/1018/1019/1020/1021/1022/1023/1024/1025/1026/1027/1028/1029/1030/1031/1032/1033/1034/1035/1036/1037/1038/1039/1040/1041/1042/1043/1044/1045/1046/1047/1048/1049/1050/1051/1052/1053/1054/1055/1056/1057/1058/1059/1060/1061/1062/1063/1064/1065/1066/1067/1068/1069/1070/1071/1072/1073/1074/1075/1076/1077/1078/1079/1080/1081/1082/1083/1084/1085/1086/1087/1088/1089/1090/1091/1092/1093/1094/1095/1096/1097/1098/1099/1100/1101/1102/1103/1104/1105/1106/1107/1108/1109/1110/1111/1112/1113/1114/1115/1116/1117/1118/1119/1120/1121/1122/1123/1124/1125/1126/1127/1128/1129/1130/1131/1132/1133/1134/1135/1136/1137/1138/1139/1140/1141/1142/1143/1144/1145/1146/1147/1148/1149/1150/1151/1152/1153/1154/1155/1156/1157/1158/1159/1160/1161/1162/1163/1164/1165/1166/1167/1168/1169/1170/1171/1172/1173/1174/1175/1176/1177/1178/1179/1180/1181/1182/1183/1184/1185/1186/1187/1188/1189/1190/1191/1192/1193/1194/1195/1196/1197/1198/1199/1200/1201/1202/1203/1204/1205/1206/1207/1208/1209/1210/1211/1212/1213/1214/1215/1216/1217/1218/1219/1220/1221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BENCH MARKS




C.O.M. SURVEY MARKER 5258-0013, EL=59.34, 1973 ADJ.

C.O.M. SURVEY MARKER 5455-0004,
ELEV.=40.80, 1964 ADJ.

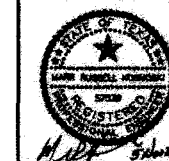
TRM # 15: R.R. SPIKE N. OF POWER POLE @ S.W. COR.
OST & CALHOUN, STA. 1.33-00.80, 59' LT., ELEV.=42.50

No.	Date	Revisions	App.

PRIVATE UTILITY LINES SHOWN


 APPROVED FOR THE UNITED STATES DEPARTMENT OF JUSTICE
 APPROVED FOR THE UNITED STATES DEPARTMENT OF JUSTICE
 VALID AT THE TIME OF REVIEW ONLY

 1-8-03
 1-8-03
 APPROVED ONLY FOR UNDERGROUND CONDUIT FACILITIES
 UNLESS NOTED

 1-8-03
 APPROVED FOR THE UNITED STATES DEPARTMENT OF JUSTICE
 (SEE SERVICE LABEL FOR NOT WORKS)

CABLE COMPANY



THE SEAL APPEARING ON THE
ORIGINAL OF THIS DOCUMENT
WAS AUTHORIZED BY
MARK RUSSELL MORRISON,
P.E., No. 5789, ON 8/17/07
ALTERATIONS OF A SEALED
DOCUMENT WITHOUT PROPER
NOTIFICATION OF THE
RESPONSIBLE ENGINEER IS A
VIOLATION OF THE TEXAS
ENGINEERING PRACTICE ACT

KKI **KIRST KOSMOSKI, INC.**
Civil/Consulting Engineers
2636 Fossamirview, Ste. 318; Houston, Tx. 77057
Ph: 832-242-7200; Fax: 832-242-7205

CADTECH
SOLUTIONS

Design By: MK	KKI JOB NUMBER:
Date: 08-07-07	
Drawn By: JAG	CSI JOB NUMBER: 001-999-0
Checked By: MK	

CES ENVIRONMENTAL SERVICES,
4904 GRIGGS ROAD
PROPOSED SANITARY SERVICES
CONNECTION 6" FORCE MAIN TO
54" GRAVITY IN O.S.T.

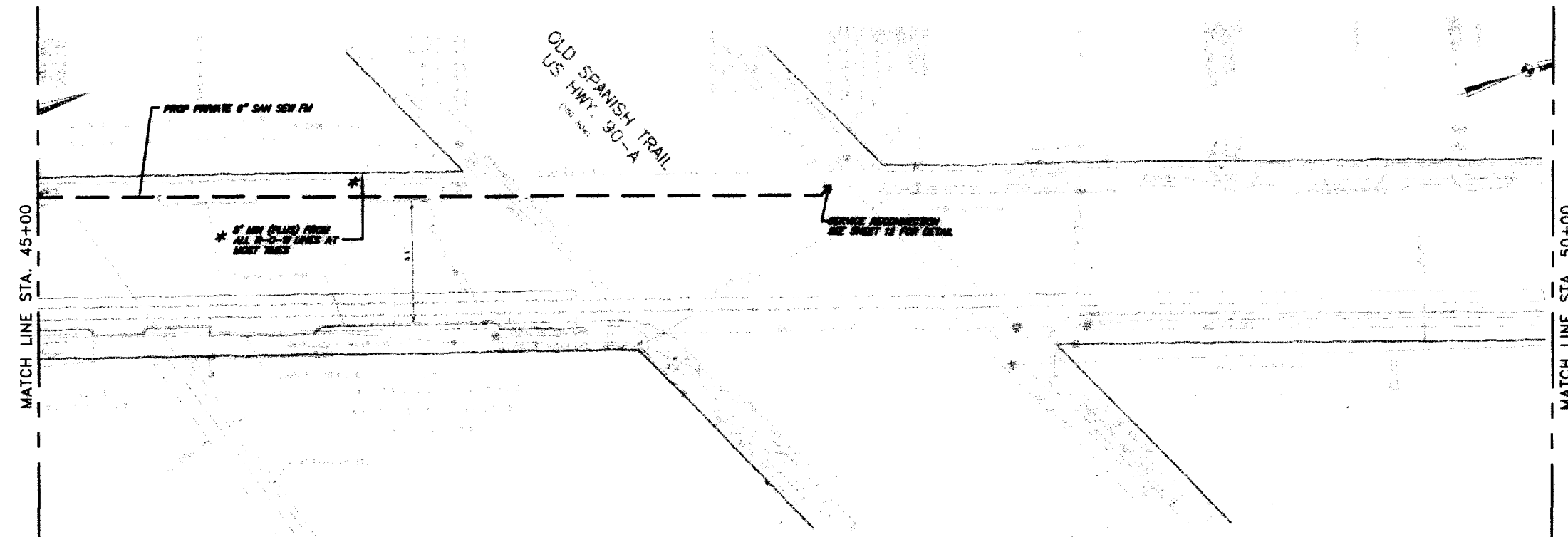
PLAN PROFILE-PP07

DEPARTMENT OF PUBLIC WORKS AND ENGINEERING

NAME <i>James</i>	STATION <i>2. 1st - 11-15-7</i>	DATE <i>11-15-7</i>
POST NAME <i>Robert James</i>	STATION <i>2. 1st - 11-15-7</i>	DATE <i>11-15-7</i>

FILE NUMBER:	CITY DWG NO.:
DRAWING SCALE: 1"=20'	
VERT.:	
HORIZ.:	
DESIGNED BY:	

11 OF 17

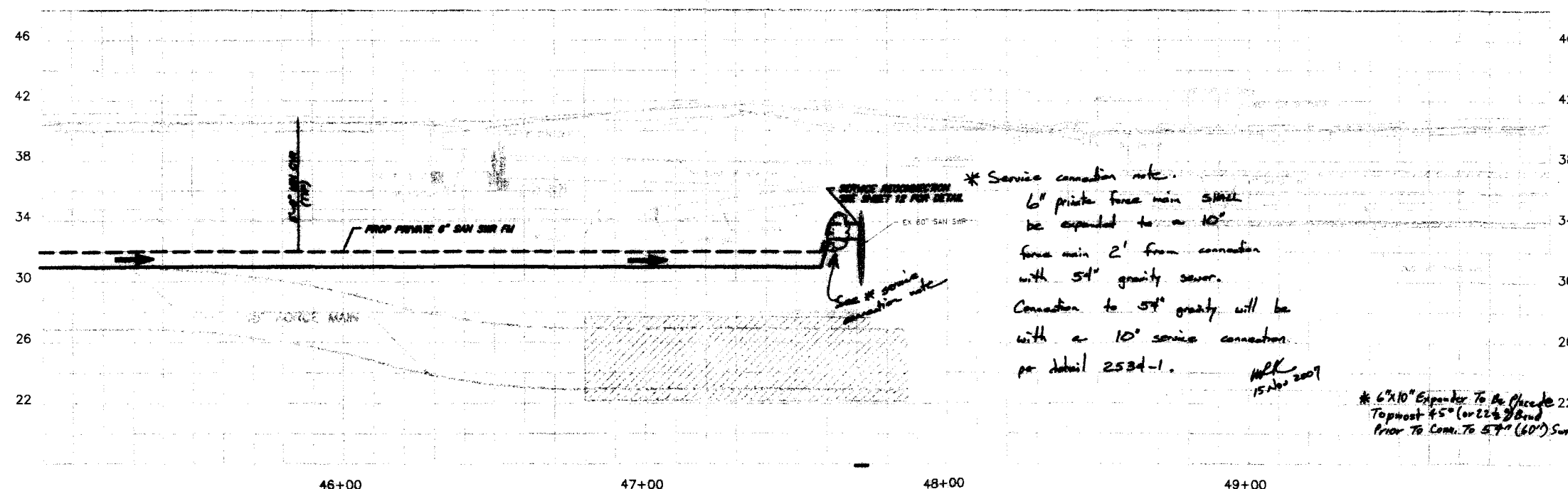


→ **PRIME IN PLACE**

BACKGROUND INFORMATION
FROM COH DWG 32522 SHEET 17 OF 35

CITY OF HOUSTON GIS MAP NO. 5455D
PLAN NUMBERS:
WATER: WD 8078
SANITARY SEWER: RP32522
STORM SEWER: WD8078

CALHOUN ROAD



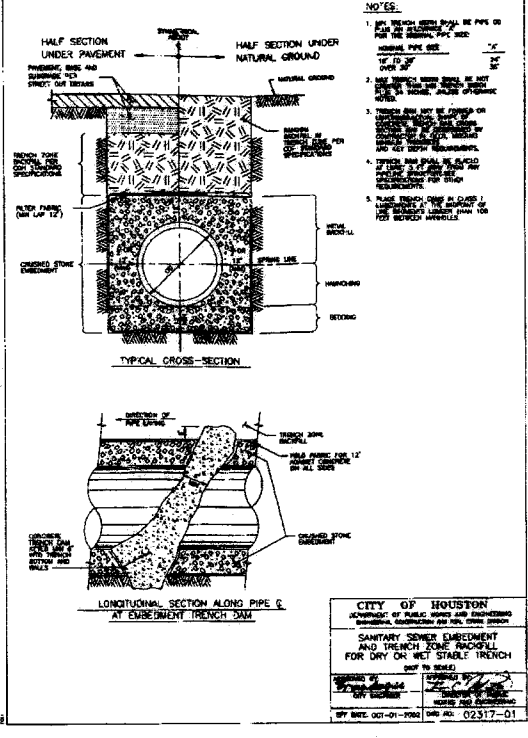
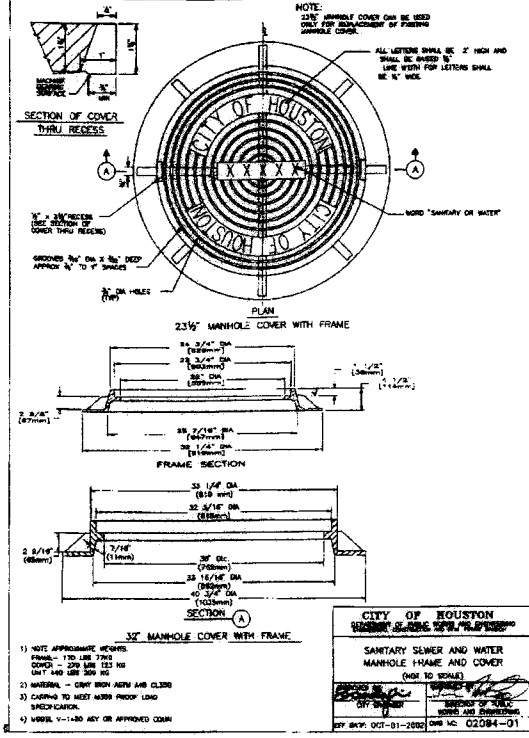
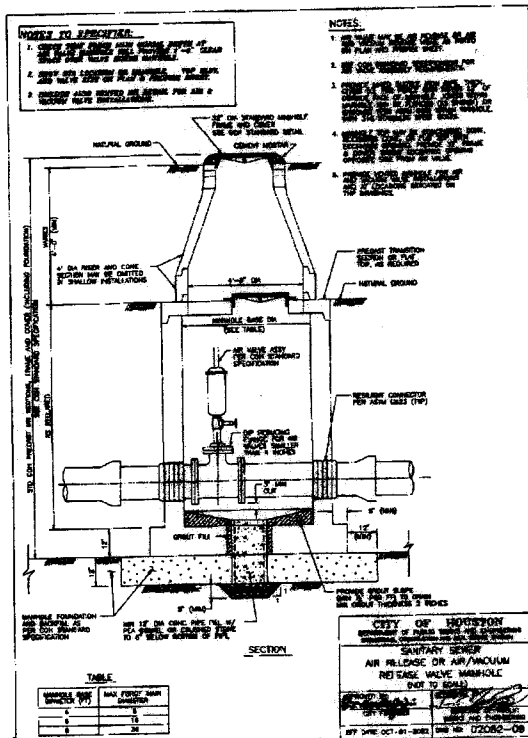
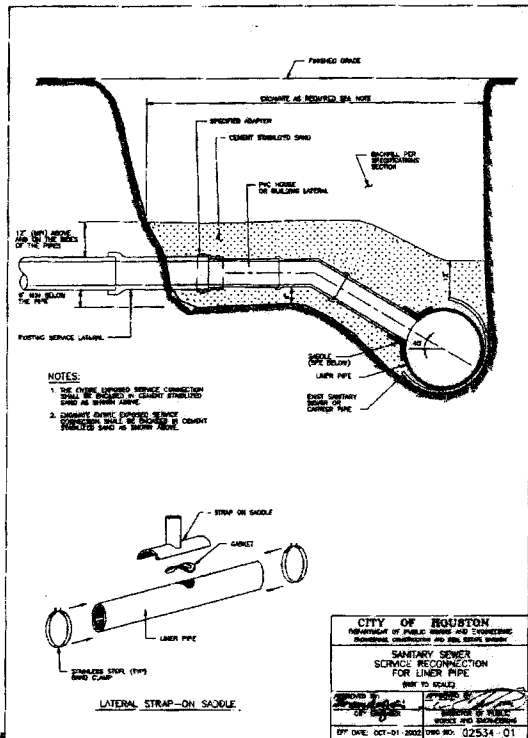
* Service connection note

6" private force main shall
be expanded to a 10"
force main 2' from connection
with 54" gravity sewer.

Connection to 5" gravity will be
with a 10" service connection
per detail 253d-1. well

15 Nov 200

* 6"X10" Expander To Be Placed 22"
Topmost 45° (or 22½°) Brnd
Prior To Conn. To 54" (60") Sur.



PRIVATE UTILITY LINES SHOWN

RELIAANT ENERGY ENTEX, INC.

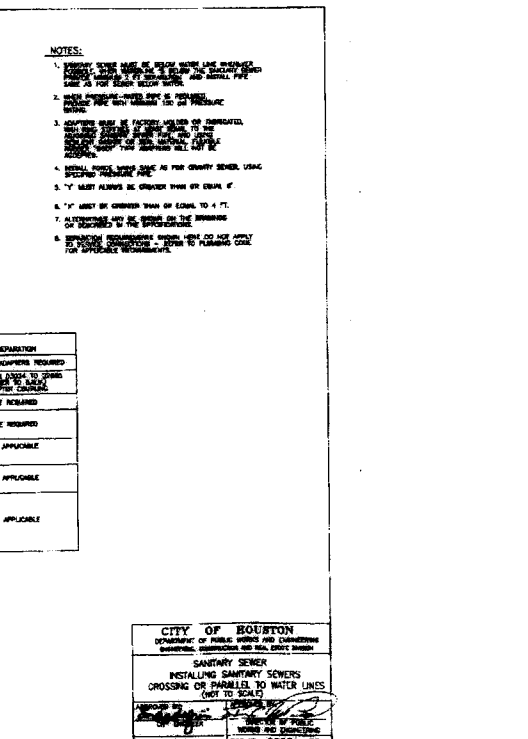
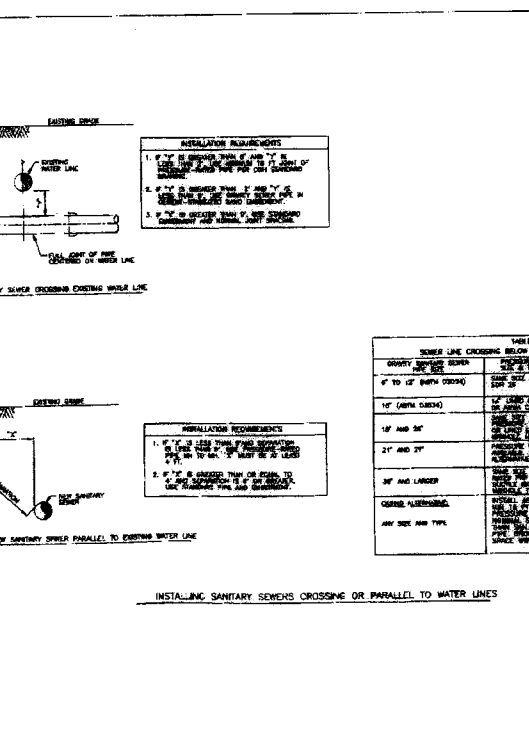
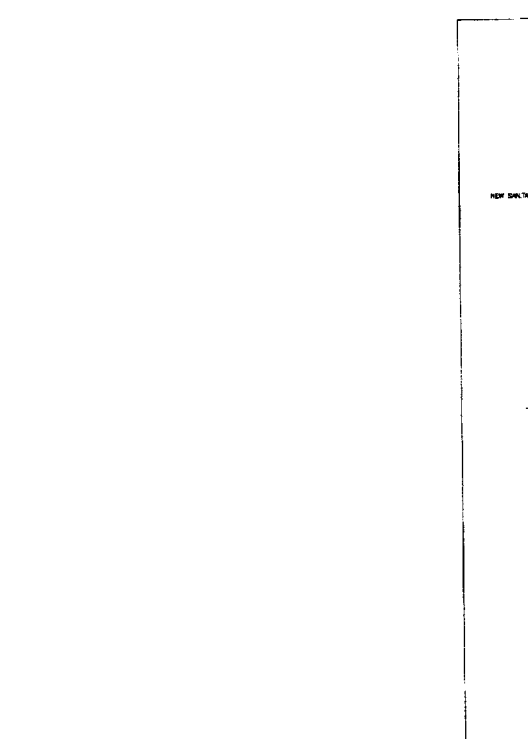
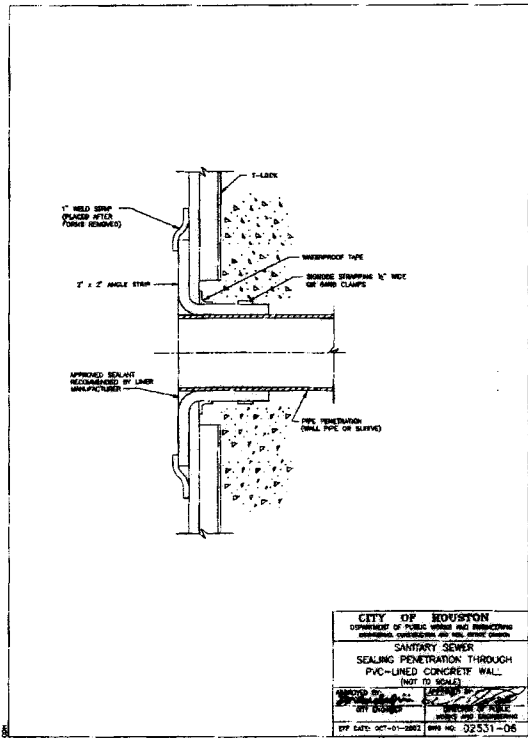
SWBT CO. VALID FOR ONE YEAR
APPROVED ONLY FOR UNDERGROUND CONDUIT FACILITIES
UNLESS NOTED

RELIAANT ENERGY
HOUSTON LIGHTING & POWER CO.
APPROVED ONLY FOR CROSSING UNDERGROUND DUCTLINES
UNLESS NOTED. VALID AT TIME OF REVIEW ONLY.

CABLE COMPANY

THE SEAL APPEARING ON THE
ORIGINAL OF THIS DOCUMENT
WAS AUTHORIZED BY
MARK RUSSELL KOSMOSKI,
P.E., No. 57339 ON 8/07/07.
ALTERNATIONS OF A SEALED
DOCUMENT WITHOUT PROPER
NOTIFICATION OF THE
RESPONSIBLE ENGINEER IS A
VIOLATION OF THE TEXAS
ENGINEERING PRACTICES ACT.

K K I KIRST KOSMOSKI, INC.
Civil/Consulting Engineers
2630 Fountainview, Ste. 318, Houston, TX 77057
Ph: 832-242-7200; Fax: 832-242-7205



CADTECH SOLUTIONS

Design By: MK
Date: 08-07-07
Drawn By: JAG
Check By: MK

KIG JOB NUMBER:
CSI JOB NUMBER:
001-999-08

CES ENVIRONMENTAL SERVICES,
4904 GRIGGS ROAD
PROPOSED SANITARY SERVICES
CONNECTION 6" FORCE MAIN TO
54" GRAVITY IN O.S.T.

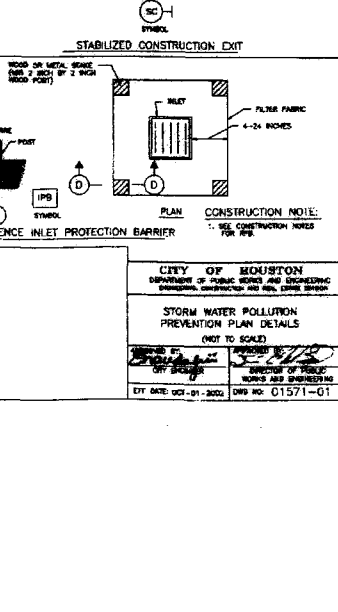
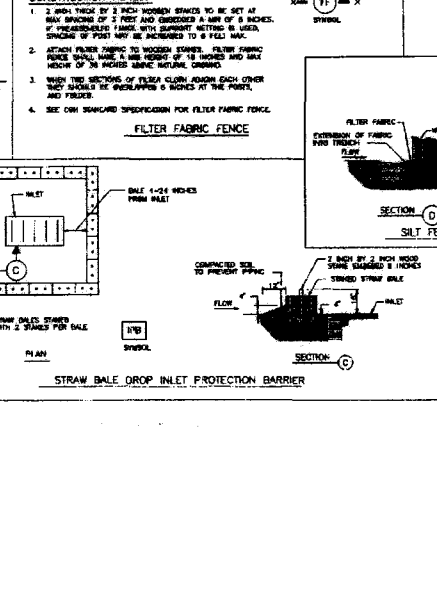
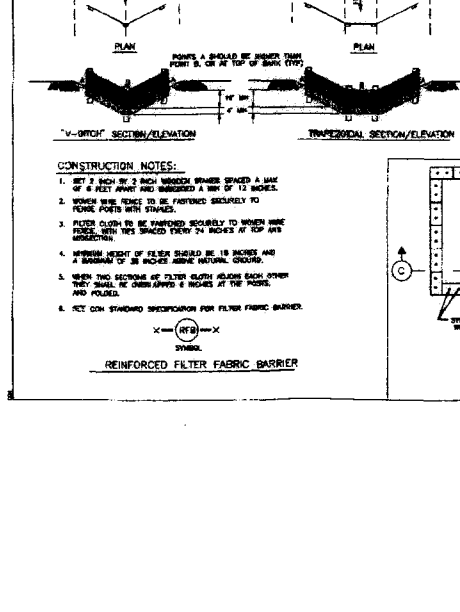
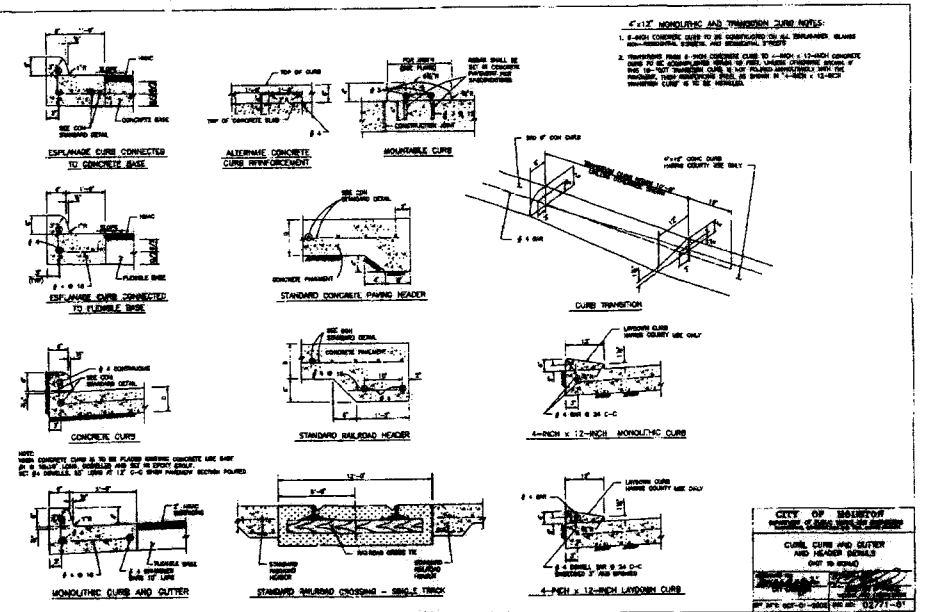
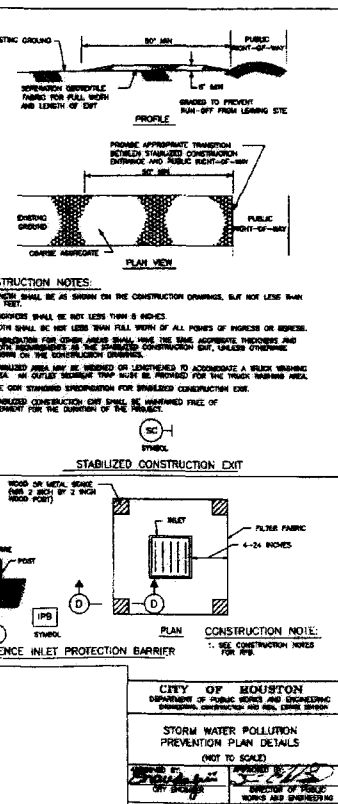
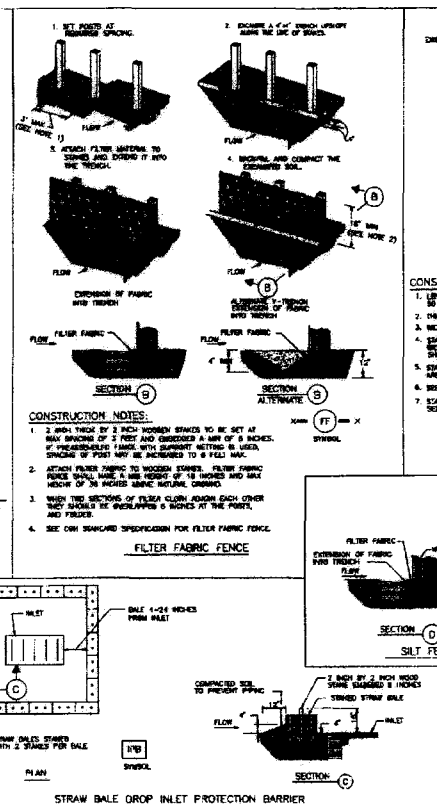
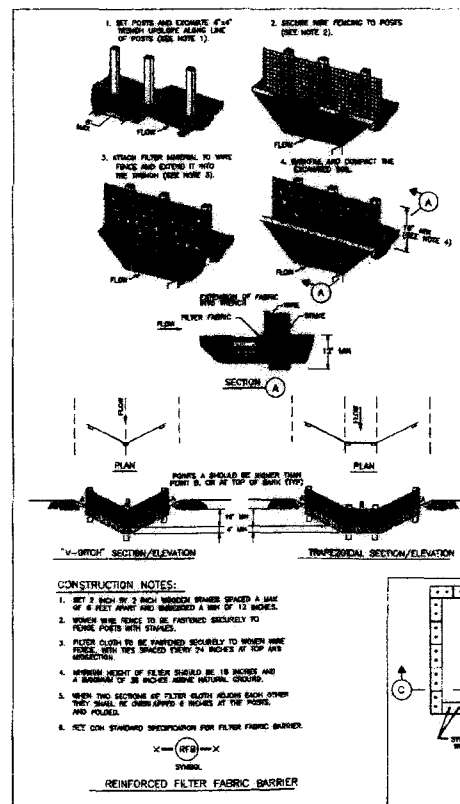
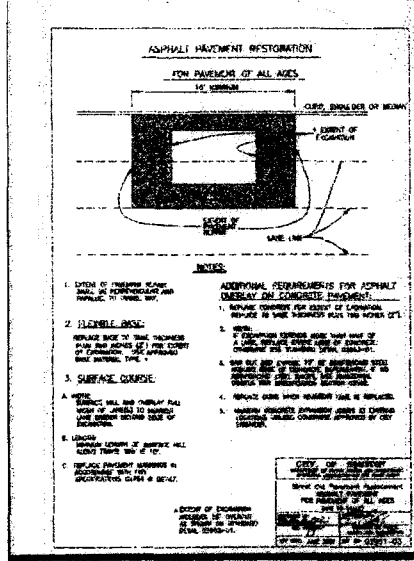
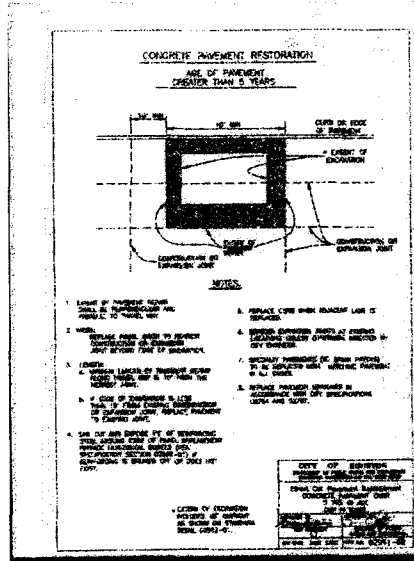
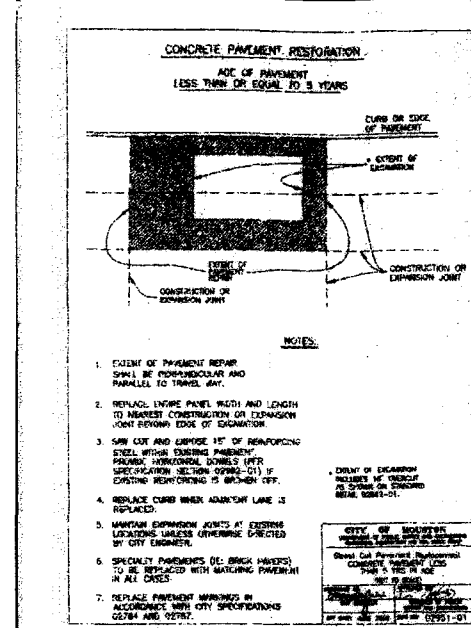
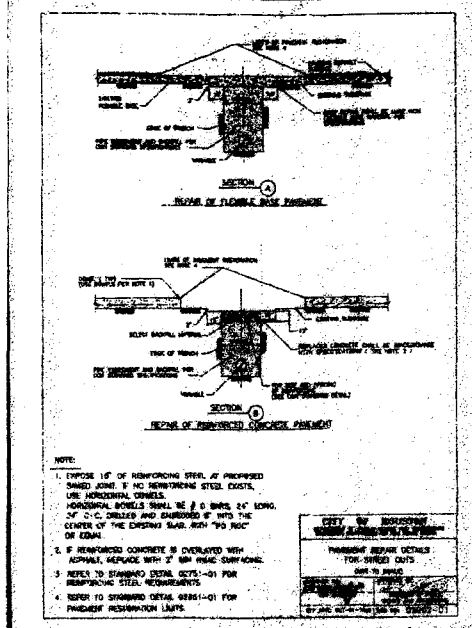
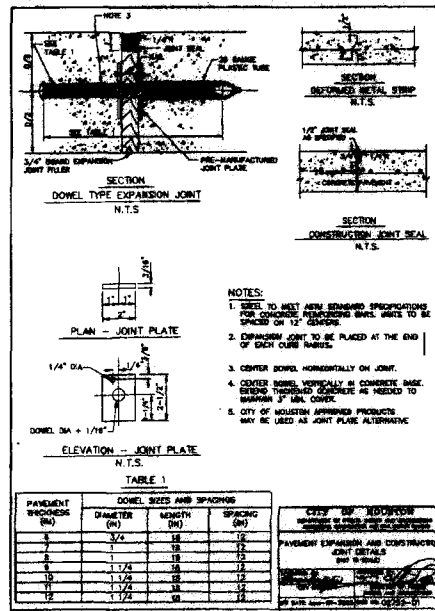
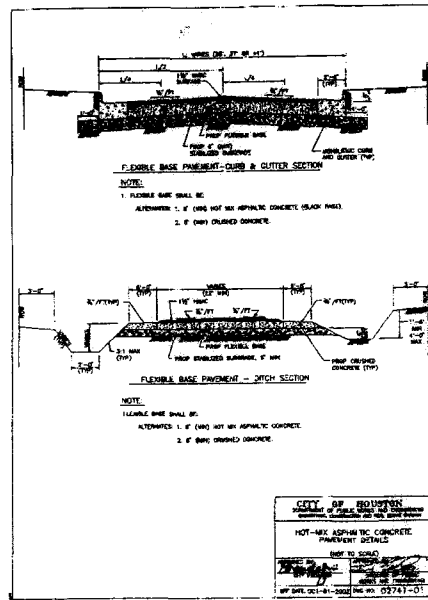
DETAILS 1

DEPARTMENT OF PUBLIC WORKS AND ENGINEERING

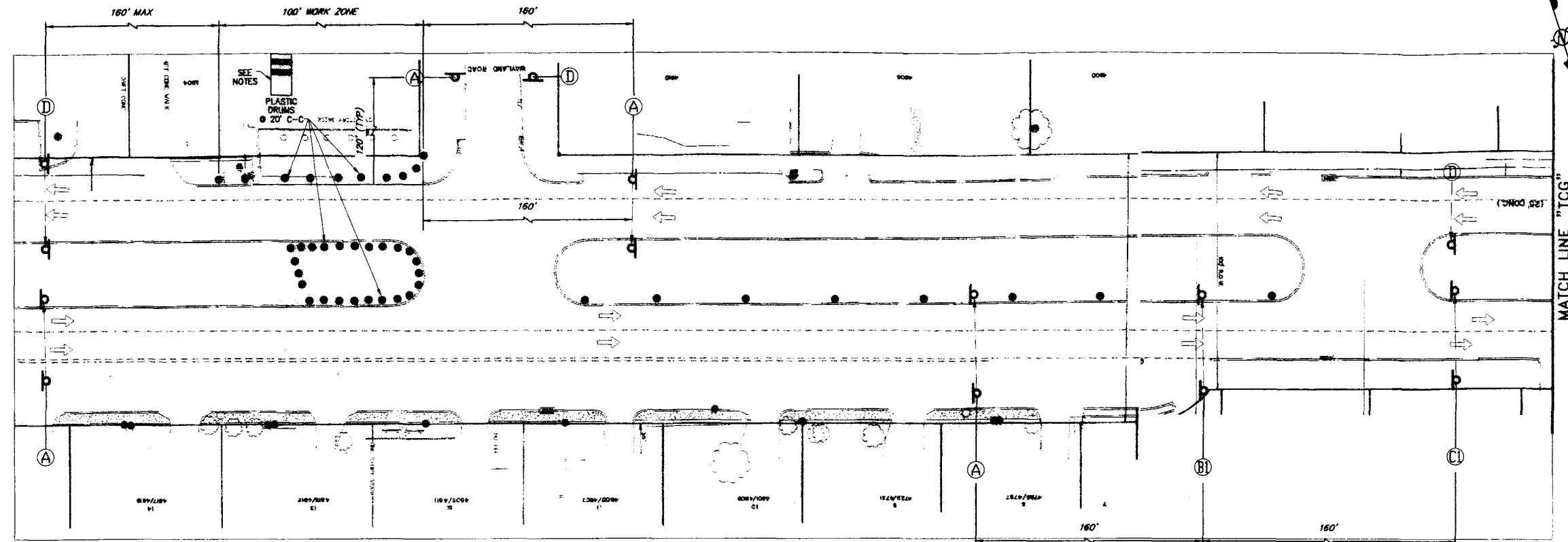
FILE NUMBER:
DRAWING SCALE:
VERT:
HORIZ:
SHEET

44149

12 OF 17

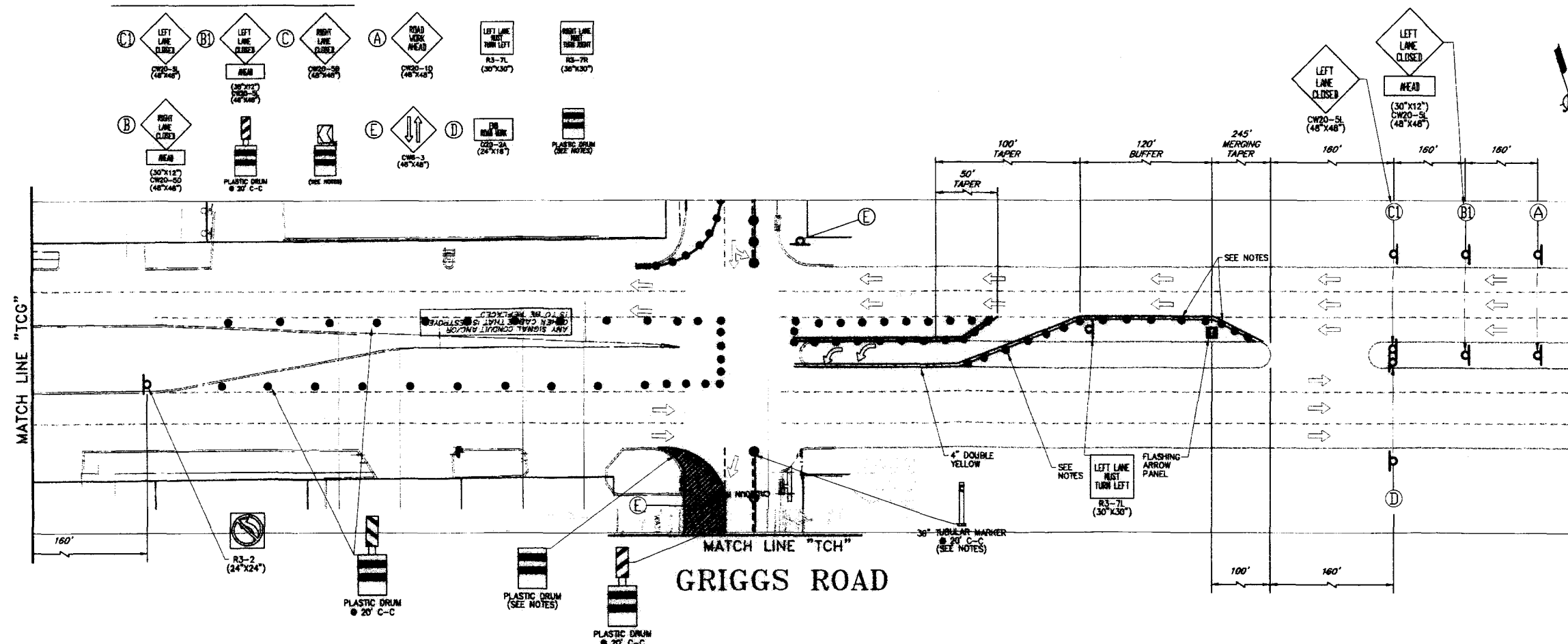


No.	Date	Revisions	App.
PRIVATE UTILITY LINES SHOWN			
<p>RELANT ENERGY ENTER, INC.</p> <p>SWBT CO. VALID FOR ONE YEAR</p> <p>APPROVED ONLY FOR UNDERGROUND CONDUIT FACILITIES</p> <p>UNLESS NOTED.</p> <p>RELANT ENERGY & POWER CO.</p> <p>APPROVED ONLY FOR CROSSING UNDERGROUND DUCTLINES</p> <p>UNLESS NOTED. VALID AT TIME OF REVIEW ONLY.</p>			
CABLE COMPANY			
<p>THE SEAL APPEARING ON THE ORIGINAL OF THIS DOCUMENT WAS AUTHORIZED BY MARK RUSSELL KOSMOSKI, P.E., No. 57559, BY ALTERNATE, ALTERATIONS OF A SEALED DOCUMENT WITHOUT PROPER NOTIFICATION OF THE RESPONSIBLE ENGINEER IS A VIOLATION OF THE TEXAS ENGINEERING PRACTICES ACT.</p>			
<p>KK1 KIRST KOSMOSKI, INC.</p> <p>Civil/Consulting Engineers</p> <p>2639 Foundation, Ste. 318, Houston, TX 77057</p> <p>Ph: 832-342-7200; Fax: 832-342-7205</p>			
<p>CADTECH SOLUTIONS</p>			
Design By:	MK	KKI JOB NUMBER:	
Date:	08-07-07	CSI JOB NUMBER:	
Drawn By:	JAG	001-999-08	
Check By:	MK		
<p>CES ENVIRONMENTAL SERVICES,</p> <p>4904 GRIGGS ROAD</p> <p>PROPOSED SANITARY SERVICES</p> <p>CONNECTION 6" FORCE MAIN TO 54" GRAVITY IN O.S.T.</p>			
PPP- DETAILS 1			
DEPARTMENT OF PUBLIC WORKS AND ENGINEERING			
DESIGNED BY:	APPROVED BY:	DATE:	
FILE NUMBER:	CITY DWG NO.:		
DRAWING SCALE:			
VERT. HORIZ. SHEET			
<p>44149</p>			
13 OF 17			



GRIGGS ROAD

LEGEND



No.	Date	Revisions	App.

PRIVATE UTILITY LINES SHOWN

RELIANT ENERGY ENTER, INC.
SWBT CO. VALID FOR ONE YEAR
APPROVED ONLY FOR UNDERGROUND CONDUIT FACILITIES
UNLESS NOTED
RELIANT ENERGY
HOUSTON LIGHTING & POWER CO.
APPROVED ONLY FOR CROSSING UNDERGROUND DUCTLINES
UNLESS NOTED. VALID AT TIME OF REVIEW ONLY.

CABLE COMPANY



THE SEAL APPEARING ON THE ORIGINAL OF THIS DOCUMENT WAS APPROVED BY MARK RUSSELL, ENGINEER, P.E. No. 87508 BY 8/07/07. ALTERATIONS OF A SEALED DOCUMENT WITHOUT PROPER MODIFICATION OF THE RESPONSIBLE ENGINEER IS A VIOLATION OF THE TEXAS ENGINEERING PRACTICES ACT.

KKI KIRST KOSMOSKI, INC.
Civil/Consulting Engineers
2638 Fountainsview, Ste. 318, Houston, TX 77057
PH: 832-242-7208; FAX: 832-242-7285

CADTECH SOLUTIONS

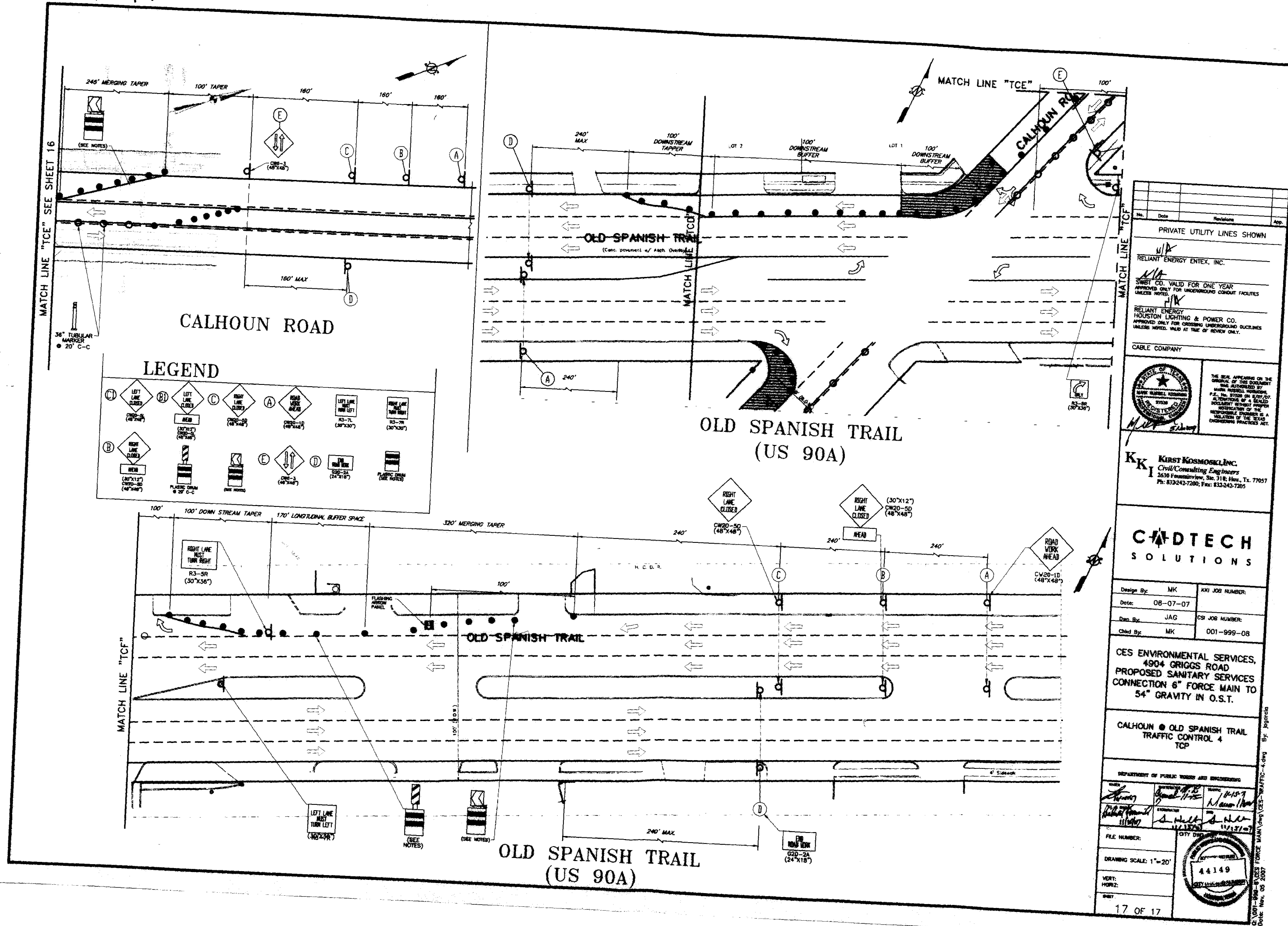
Design By: MK	KKI JOB NUMBER:
Date: 08-07-07	
Drawn By: JAG	CSI JOB NUMBER:
Checked By: MK	001-999-08

CES ENVIRONMENTAL SERVICES,
4904 GRIGGS ROAD
PROPOSED SANITARY SERVICES
CONNECTION 6" FORCE MAIN TO
54" GRAVITY IN O.S.T.

GRIGGS TRAFFIC CONTROL 1 TCP

DEPARTMENT OF PUBLIC WORKS AND ENGINEERING		
APPROVED BY: [Signature]	DATE: 11/15/07	BY: [Signature]
FILE NUMBER:	CITY OF HOUSTON	
DRAWING SCALE:	44149	
VERT. INFO:	14 OF 17	

EPAHQ092001453



No.	Date	Revisions	App.
PRIVATE UTILITY LINES SHOWN			
RELIANT ENERGY ENTER, INC.			
SWIFT CO. VALID FOR ONE YEAR			
APPROVED ONLY FOR UNDERGROUND CONDUIT FACILITIES			
UNLESS NOTED			
RELIANT ENERGY HOUSTON LIGHTING & POWER CO.			
APPROVED ONLY FOR CROSSING UNDERGROUND DUCTLINES			
UNLESS NOTED. VALID AT TIME OF REVIEW ONLY.			
CABLE COMPANY			

KKI KIRST KOSMOSKI, INC.
Civil/Consulting Engineers
2630 Foundationview, Ste. 318, Houston, Tx. 77057
Ph: 832-242-7200; Fax: 832-242-7205

C-ADTECH SOLUTIONS	
Design By: MK	KKI JOB NUMBER:
Date: 08-07-07	
Drawn By: JAG	CSI JOB NUMBER:
Chkd By: MK	001-999-08

CES ENVIRONMENTAL SERVICES,
4904 GRIGGS ROAD
PROPOSED SANITARY SERVICES
CONNECTION 6" FORCE MAIN TO
54" GRAVITY IN O.S.T.

CALHOUN @ OLD SPANISH TRAIL
TRAFFIC CONTROL 4
TCP

DEPARTMENT OF PUBLIC WORKS AND ENGINEERING		
By: [Signature]	By: [Signature]	By: [Signature]
FILE NUMBER:	CITY DOW:	
DRAWING SCALE: 1"=20'		
VERT:		
HORIZ:		
SHEET:		
44149		
17 OF 17		

By: J. Garcia
CES-TRAFFIC-4.dwg
Date: 08/07/07

Greg,

Place this copy of
the P.O. in the force
main file.

Thanks,

Karl

Order Request Form

P.O. Number: 3741316

Date: _____

Vendor: Flocon

Contact: [Signature]

Phone: _____

<u>Item #</u>	<u>Description</u>	<u>Quantity</u>	<u>Cost \$</u>
	<u>-line installation</u>		<u>307,160.25</u>
	<u>Sunray</u>		
	<u>See Vendor file</u>		
	<u>for contract</u>		
	<u>for installation</u>		
	<u>details</u>		

Submitted By: _____

Approved By: _____

[Signature]

Office Use Only

Internal Expense:

Classes

☐ CS

☐ FS

☐ Trans

☐ SGA

☐ MRI

☐ FRM

Job Expense:

What Job? _____

☐ Give Vendor Re-Sale Certificate

☐ Vendor to Charge Sales Tax

EPAHO092001455

ENCROACHMENT PERMIT 51511057 20080038262
01/24/2008 RP1 \$64.00

13
Permit
T

WHEREAS, CES Environmental Services, Inc., a Texas corporation, ("Permittee"), has requested that the City of Houston, Texas ("City") issue a permit ("Permit") to construct, use, occupy, operate, maintain and repair: one (1) -Private 6" Wastewater Force Main, within, along and below the Griggs Road, Street Right of Way at 4904 Griggs Road, continuing within the street right of way, approximately 2,403 linear feet along Griggs to Calhoun, north on Calhoun to Old Spanish Trail and ending at the 54" gravity sewer on the north, west bound, lane, and approximately 471.83 cubic feet (the "Encroachment") within the Griggs Road, Street right of way ("Street"), which is a public street right of way of the City;

lee
pr

WHEREAS, Permittee has supplied the City a description of the location, drawings and information (collectively, the "Plans") for the Encroachment, setting forth the point or points at which the Encroachment runs under, within, across and along the Street, and which Plans have been assigned Drawing Approval Number 44149;

WHEREAS, the Director of the Department of Public Works & Engineering ("Director", which term includes his or her designee or designees) has reviewed the Plans and the terms and provisions of this Permit, and recommends that this Permit be issued to Permittee, as follows:

Section 1. Adoption of Recitals. The City and Permittee hereby ratify, confirm and adopt the findings and recitals contained in the preamble to this Permit and further find that said findings and recitals are true and correct.

Section 2. Issuance of Permit. Permittee, and its successors, if and only to the extent allowed herein, is hereby issued, subject to the conditions and provisions hereof, a Permit to use, occupy, operate, maintain and repair the Encroachment within, under, over, across, and along the Street, for the Term of this Permit as set forth in Section 19, and solely at the locations set forth in the Plans. Permittee must obtain the Director's written consent prior to any material change in use of the Encroachment for which this Permit is issued.

Section 3. Approval of Plans. Permittee represents that, to the best of its knowledge, the Plans approved by the Department of Public Works & Engineering accurately reflect the design, details and location of the Encroachment, and the point or points at which the Encroachment is within, under, over, across and along the Street. Provided, however, that notwithstanding any language to the contrary in the Plans, Permittee is issued a Permit only for the purposes and subject to the conditions contained herein. It is expressly understood that Permittee is not being granted a franchise, easement, lease or other interest in land notwithstanding any contrary inference contained in the Plans or elsewhere. Notwithstanding such approval of the Plans by the Department of Public Works & Engineering, no agent, officer, director, official, legal representative, employee or assignee of the City is empowered to authorize the Permittee or any of its agents or employees to do or perform any act contrary to the terms of this Permit, the law or ordinances of the City; nor shall any act or deed, including but not limited to the approval of the Plans by the Director, by any agent, officer, director, official, legal representative, employee or assignee of the City purporting to authorize or permit the Permittee to do or perform any act contrary to the terms of this Permit or the law or ordinances of the City ever be held to work as an estoppel or waiver upon the City or in any manner be held to

justify or excuse any such act on the part of the Permittee or to create a duty in the City not expressly provided for herein.

Section 4. Expenses and Operations. All costs and expenses connected with the Encroachment, including without limitation, costs and expenses for operation, maintenance, repair, and insurance shall be Permittee's sole responsibility. The Encroachment and the internal or external, structural, electrical or mechanical apparatus and hardware included therein shall at all times during the Term of this Permit be the sole property of the Permittee. The City retains the right, but not the duty, at any and all times to inspect and to have direct access to the Encroachment and its respective apparatus and hardware without cause or benefit of notice to Permittee. Furthermore, throughout the Term of the Permit, Permittee agrees that Permittee will, at all times, operate and maintain the Encroachment in a reasonable manner.

Section 5. Encroachment Repair. Permittee agrees to repair any damage, of whatever nature, to the Encroachment to the reasonable satisfaction of the Director. The Director shall inspect and approve any material repair to the Encroachment.

Section 6. Repairs of Cuts and Excavations in City Property. Permittee further agrees at its sole cost and expense to refill and repair, including repaving any cut in any pavement or sidewalk, all excavations made by Permittee within the Street or any adjacent public right-of-way or other City property in connection with its obligations to operate, maintain and repair the Encroachment as set forth in this Permit. The Director shall inspect and approve any repair made by Permittee to the Street or any adjacent public street right-of-way or other City property.

Section 7. Plans for Repairs. Permittee shall make any such repairing or refilling as required by the preceding Section under plans and specifications pre-approved by the Director and subject to his/her reasonable approval of the completed work. Further, any excavation in the Street or any street, alley or sidewalk, must be replaced by Permittee with materials of the same kind as those removed unless the Director approves some other type of fill or material. Permittee shall notify the Director before commencing, at any time, any excavation in the Street or any portion of any street, alley or sidewalk and shall not wholly close the Street or any adjacent street, alley or sidewalk, but shall at all times maintain a route of vehicular travel along and within such roadway area and leave at least one (1) sidewalk area open to pedestrian travel, except that in cases of emergency the Director, the Mayor or the City Council may authorize a temporary closing of the Street or any street, alley or sidewalk in order to remedy any malfunction in the Encroachment if, in the opinion of the Director, the Mayor or the City Council, such closing is necessary to protect the safety of the public.

Section 8. Remedy for Failure to Repair. In the event that Permittee fails to commence or thereafter to diligently prosecute any required repair, refilling or other work so required to be done by the Permittee, following notice and opportunity to cure as provided in Section 10 of this Permit, then the City may cause such work to be done and may recover all costs thereof from Permittee together with all court costs and reasonable attorney's fees; or the City may elect, at its option, to declare the Permit issued hereunder terminated in addition to its other and further rights contained in this Permit.

Section 9. Environmental Restrictions. Permittee shall not transport, use, store,

maintain, generate, manufacture, handle, dispose, release or discharge any "Hazardous Material" (hereinafter defined) upon or about the Encroachment nor allow Permittee's employees, agents, contractors, visitors or invitees to engage in such activities upon or about the Encroachment. The foregoing provisions shall not prohibit the transportation to and from and use, storage, maintenance and handling within the Encroachment of substances customarily used in property similar to the Encroachment; provided (i) such substances shall be used and maintained only in such quantities as are reasonably necessary for Permittee's permitted use of the Encroachment and in accordance with applicable law and the manufacturers' instructions therefor, (ii) such substances may be disposed of, released or discharged at the Encroachment if permitted by and in compliance with applicable laws, and shall be transported to and from the Encroachment in compliance with all applicable laws, and as the City shall reasonably require, and (iii) any remaining such substances shall be completely, properly, and lawfully removed by Permittee from the Encroachment upon expiration or termination of this Permit.

Permittee shall promptly notify the City upon becoming aware of: (i) any enforcement, cleanup, or other regulatory action taken or threatened by any governmental or regulatory authority with respect to the presence of any Hazardous Material in or about the Encroachment, (ii) any demands or claims made or threatened relating to any loss or injury resulting from any Hazardous Material on or about the Encroachment, (iii) any unlawful release, discharge or non-routine, improper or unlawful disposal or transportation of any Hazardous Material on or from the Encroachment, and (iv) any matters where the Permittee is required by law to give a notice to any governmental or regulatory authority respecting any Hazardous Materials in or about the Encroachment. At such times as City may reasonably request, Permittee shall provide City with a written list identifying any Hazardous Material then actually known to Permittee to be then used, stored, or maintained upon the Encroachment, a copy of any material safety data sheet ("MSDS") issued by the manufacturer therefor written information concerning the removal, transportation and disposal of the same, and such other information as the requesting party may reasonably require or as may be required by laws. The term "Hazardous Material" shall mean any chemical, substance, material, or waste or component thereof which is now or hereafter listed, defined or regulated as a hazardous or toxic chemical, substance, material or waste or component thereof by any federal, state or local governing or regulatory body having jurisdiction, or which would trigger any employee or community "right-to-know" requirements adopted by any such body, or for which any such body has adopted any requirements for the preparation or distribution of an MSDS. If any Hazardous Material is released, discharged or disposed of by Permittee or its employees, agents, contractors, visitors or invitees on or about the Encroachment in violation of the foregoing provisions, Permittee shall immediately notify the Director and properly and in compliance with all applicable laws and ordinances, clean up and remove the Hazardous Material from the Encroachment and any other affected property, at Permittee's sole cost and expense. Such cleanup and removal work shall be subject to the Director's prior written approval (except in emergencies), not to be unreasonably delayed, conditioned or withheld, and shall include, without limitation, any testing, investigation and/or preparation and implementation of any remedial action plan required by any governmental body having jurisdiction. If Permittee shall fail to comply with the provisions of this Section within forty-five (45) days after written notice by City, or such shorter time as may be required by law, City may (but shall not be obligated to) arrange for such compliance directly at the Permittee's sole expense.

Section 10. Events of Termination. The Permit issued herein shall, at the option

of the Director, terminate upon the occurrence of any one (1) or more of the events described below (collectively referred to hereinafter as "**Events of Termination**"). Each Event of Termination is a separate and independent basis for termination of the Permit. The Events of Termination are as follows:

- (a) The Director determines that the existence of or Permittee's operation of the Encroachment, or any part thereof, constitutes a hazard, nuisance or other threat to the public health, safety or welfare or that the existence of or Permittee's continued operation of the Encroachment, or any part thereof, interferes with the current or prospective use of all or any portion of the public street right-of-way which constitutes the Street. Termination under this Section 10 (a) shall become effective after Permittee has been given one hundred eighty (180) days' notice of such termination in the manner provided in Section 21, unless circumstances comprising a bona fide emergency and an imperative public necessity warrant more immediate termination.
- (b) Expiration of the Term of this Permit as set forth in Section 19.
- (c) Permittee defaults in the payment of any of the fees herein provided for or is delinquent in the payment of any lawful charges due under the Permit.
- (d) Permittee fails to provide at any time the insurance as required herein.
- (e) Permittee fails to commence or thereafter to diligently prosecute to completion any required maintenance, repair or other work required to be done by Permittee herein within thirty (30) days after being notified of such required action by the Director. In the event of an emergency, notice shall be deemed given and received after telephone contact with an authorized officer or director of Permittee and Permittee shall commence the requested repairs within twenty-four (24) hours.
- (f) Permittee abandons the Encroachment.
- (g) Permittee fails to comply with any of the terms, conditions or provisions of this Permit.
- (h) Permittee commences dissolution or some other similar proceeding that would impair, modify, alter, extinguish or significantly change Permittee's ability to perform Permittee's obligations under this Permit.

Upon the occurrence of an Event of Termination described in Subsections (a) or (b), such an Event of Termination may not be cured by Permittee and the Permit shall terminate in the manner and in accordance with the applicable provisions of said Subsections and this Permit. Upon the occurrence of one (1) or more of the Events of Termination other than in Subsections (a) or (b), the Director shall so notify Permittee in the manner provided herein. After such notice, Permittee shall have thirty (30) days in which to cure the Event of Termination, however, should Permittee fail or refuse to cure the Event of Termination within the thirty (30)-day time period prescribed, the Permit issued herein shall terminate. Notwithstanding the foregoing, if such Event of Termination is not reasonably susceptible of being cured within said thirty (30) day period, said failure to cure will not result in termination if Permittee shall have commenced curing said Event of Termination within said

thirty (30) day period and shall thereafter prosecute the curing of such Event of Termination with diligence and continuity to completion. Failure of the City to enforce its rights and remedies under this Section with respect to one (1) Event of Termination shall not operate as a waiver of the City's right to thereafter enforce its rights and remedies with respect to such Event of Termination or another Event of Termination. Termination of this Permit shall not waive, release or satisfy any duty, covenant or obligation hereunder of Permittee which Permittee has not fully performed as of the time of termination.

If Permittee has given written notice to the City of the existence of and the name and address of a lender (a "**Lender**") holding a mortgage, deed of trust, security agreement, or other instrument in the name thereof (a "**Mortgage**") encumbering all or part of the Permittee's property or interests hereunder, the Director shall give such Lender notice of such Event of Termination [other than in Subsections (a) or (b)]. When the Director so notifies the Permittee (such notices to be given in accordance with the requirements of Section 21 to such Lender at the most recent address of which it has advised the City in writing) and such Lender shall have the right to cure such default within the time period given to Permittee. Any cure of a default by any Lender of Permittee shall be accepted by the City if offered within any applicable cure period.

The Permittee may at any time upon one hundred eighty (180) days prior written notice to the City, and with the consent of the Director, which will not be unreasonably withheld or delayed, relinquish the use and possession of all or any part of the Encroachment, whereupon this Permit shall terminate as to that part so relinquished. In the event that any part of the Encroachment shall be relinquished pursuant to the preceding sentence, then the amount payable under Section 13 shall be reduced on a pro rata basis. Following any such relinquishment, Permittee shall, upon the written request of the Director, remove, at Permittee's sole cost and expense, any and all parts of the Encroachment that were within or upon any property so relinquished by the Permittee.

Section 11. Duties Upon Termination. At any time after the termination of the Permit, the Director reserves the right to require Permittee to remove the Encroachment from the Street and cause the Street to be restored to the same condition, or in as good a state of repair or condition, as said Street was in prior to placement or removal of the Encroachment, whichever condition fosters the most safe condition for the City's use of the Street. All work incident to the removal of the Encroachment or restoration of the Street shall be done under the supervision and to the satisfaction of the Director. The Director shall have the right, but not the duty, to supervise the removal process. Notwithstanding anything to the contrary contained herein, Permittee shall not remove the Encroachment at any time for any reason without the prior written approval of the Director.

Section 12. Ordinances and Charter. The Permit issued hereunder is in all respects subject to the Charter and Ordinances of the City, including but not limited to Ordinances 2000-1115, 2001-162, and 2001-203 amending Chapter 40 to the Code of Ordinances and the regulations issued pursuant thereto, and such future charter provisions and ordinances which may be hereafter passed and adopted by the City. The City Council, or other governing body of the City, reserves the right at all times to change, by ordinance, the provisions of this Permit including, without limitation, the right to require Permittee to modify the height or width clearances of, or relocate the Encroachment ("**Remedial Action**") during the course of any eminent domain or other action instituted by the City or any other governmental entity or during the City's, or some other governmental entity's expansion, alteration, redevelopment or relocation ("**Alteration**") of any portion of the

Street at surface, below grade and/or above grade or the public utilities therein. Permittee agrees that any Remedial Action requested by the City shall be implemented by the Permittee at its sole cost and expense. Permittee acknowledges and agrees that the City shall have no obligation to reimburse or compensate Permittee for any Remedial Action required by, or arising out of, any action undertaken by the City pursuant to this Section. Further, Permittee shall abide by reasonable rules and regulations for the operation, maintenance and repair of the Encroachment as established by the Director and provided in writing to the Permittee.

Section 13. Application and Inspection Fees. Permittee shall pay to the City an initial Permit application and processing fee in the amount of One Thousand Five and No/100 Dollars (\$1,005.00) and additionally, for each year of this Permit, a fee in the amount of Seven Hundred Thirty-Five and No/100 Dollars (\$735.00) for administering this Permit and inspecting the Encroachment. The initial Permit fee and initial annual fee, under this paragraph, shall be payable on or before the date Permittee executes this Permit, and each subsequent annual fee shall be payable on or before each anniversary of the date of this Permit. The Director reserves the right, upon thirty (30) days prior written notice to Permittee, to alter the annual fee under this Section 13 to an amount based upon the City's costs and expenses in connection with the administration of this Permit and the administration, supervision, inspection and regulation of the use and maintenance of the Encroachment and the likelihood of damage to adjacent water and sewer utilities.

Section 14. Intentionally Omitted.

Section 15. Indemnification. PERMITTEE, HEREBY RELEASES AND DISCHARGES THE CITY FROM AND AGREES THAT IT WILL PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY, ITS AGENTS, OFFICERS, DIRECTORS, OFFICIALS, LEGAL REPRESENTATIVES (EXCLUDING OUTSIDE COUNSEL), EMPLOYEES AND ASSIGNS (COLLECTIVELY REFERRED TO IN THIS SECTION AS "THE CITY") FROM ANY AND ALL FINES, DEMANDS, DAMAGES, INJURIES OR CLAIMS ARISING BY REASON OF OR IN CONNECTION WITH:

- (a) ANY ACTUAL OR ALLEGED ERRORS, OMISSIONS, NEGLIGENT ACTS OR FAILURES TO ACT BY PERMITTEE (INCLUDING ITS OFFICERS, AGENTS, BONDING COMPANIES, EMPLOYEES AND ANY OTHER PARTY EMPLOYED OR CONTRACTED BY PERMITTEE TO PERFORM UNDER THIS PERMIT) IN CONNECTION WITH THE ENCROACHMENT OR THIS PERMIT; AND
- (b) ANY ACTUAL OR ALLEGED ERRORS, OMISSIONS, NEGLIGENT ACTS OR FAILURES TO ACT BY THE CITY (INCLUDING WITHOUT LIMITATION, THE CITY'S CONCURRENT OR SOLE NEGLIGENCE) IN ANYWAY RELATING TO THE ISSUANCE OR ADMINISTRATION OF THIS PERMIT, INCLUDING, WITHOUT LIMITATION, THE CITY'S APPROVAL OF PLANS, INSPECTIONS OF THE ENCROACHMENT OR THE REPAIR OR MAINTENANCE THEREOF, RECEIPT OF INSURANCE POLICIES, APPROVAL OF ASSIGNMENTS, TERMINATION OF THIS PERMIT AND ANY OTHER SIMILAR ACT OF THE CITY IN CONNECTION WITH FULFILLING ITS DUTIES OR ENABLING PERMITTEE TO BENEFIT FROM THIS PERMIT.

AS TO ANY MATTERS ARISING UNDER THIS INDEMNITY PROVISION FOR WHICH PERMITTEE HAS AGREED TO INDEMNIFY THE CITY, THE CITY SHALL BE REPRESENTED BY COUNSEL REASONABLY SATISFACTORY TO THE CITY, BUT SELECTED BY PERMITTEE OR ITS INSURANCE COMPANY AND PERMITTEE SHALL INDEMNIFY THE CITY FOR THE REASONABLE AND NECESSARY ATTORNEY FEES OF SUCH COUNSEL. NOTWITHSTANDING ANY LIMITATION ON THE PERMITTEE'S LIABILITY STATED IN THIS SECTION, OR EXHAUSTION OF THE INSURANCE LIABILITY AMOUNTS PROVIDED BELOW, ALL COSTS OF DEFENSE OF THE CITY SHALL BE PAID BY THE PERMITTEE REGARDLESS OF THE AMOUNT.

Section 16.1 Risks and Limits of Insurance. With no intent to limit Permittee's liability under the indemnification provisions set forth in Section 15, Permittee shall provide and maintain in full force and effect during the Term of this Permit and all extensions and amendments thereto, at least the following insurance:

- (a) Worker's Compensation at statutory limits;
- (b) Employer's Liability, including bodily injury by accident and by disease, for \$500,000 combined single limit per occurrence and a twelve (12)-month aggregate policy limit of \$1,000,000;
- (c) Commercial General Liability Coverage which includes broad form coverage, contractual liability, bodily and personal injury, completed operations, operations hazard, explosion collapse and underground hazards for \$2,000,000 per occurrence and twelve (12) - month aggregate policy limit of \$4,000,000;
- (d) Automobile Liability Insurance (for automobiles used by the Permittee in the course of its performance under this Permit, including employer's non-ownership and hired auto coverage) for \$1,000,000 combined single limit per occurrence; and
- (e) The Director, on the fifth (5th) and tenth (10th) anniversary dates of the Effective Date of this Permit, shall have the right, upon thirty (30) days notice to Permittee, to adjust the above minimum liability limits to compensate for the effects of inflation and with the objective to reestablish the value of coverage required as of such Effective Date.

Section 16.2 Form of Certificates. The insurance coverages required hereunder may be represented in one (1) or more certificates of insurance. It is agreed, however, that nothing included within or omitted from the insurance certificates shall relieve Permittee from its duties to provide the required coverage hereunder.

Section 16.3 Issuers of Policies. The issuer of any policy must have a certificate of authority to transact insurance business in the State of Texas issued by the Texas Board of Insurance and a rating of at least "B+" and a financial size of Class VI or better in the most current edition of Best's Insurance Reports. Alternatively, Permittee may self-insure for the risks referred to in Section 16.1 (a. - d.) only if the Long-Term Issue Credit Rating of their respective parent entity is BBB or higher ("Investment Grade") by the current Rating Definitions and Terminology of Standard & Poor's. Each issuer or self-issuer must be responsible and reputable and must have financial capability consistent with the risks

covered.

Section 16.4 Insured Parties. Each policy, except those for Worker's Compensation and Employer's Liability, must name the City and its agents, officers, directors, officials, legal representatives, employees and assigns as additional insured parties on the original policy and all renewals or replacements during the Term of this Permit. If any of same policies is written as "claims made" coverage and the City is required to be carried as an additional insured, then Permittee agrees to purchase policy period extensions so as to provide coverage to the City for a period of at least two (2) years after the last date that this Permit is in effect.

Section 16.5 Deductibles. A policy may contain such deductible or self-insured retention amounts as reasonably approved by the Director. Permittee shall assume and bear any claims or losses to the extent of such deductible amounts and waives any claim it may ever have for the same against the City, its officers, agents or employees.

Section 16.6 Cancellation. All such policies and certificates shall contain an agreement that the insurer shall notify the Director in writing not less than thirty (30) days before any material change, reduction in coverage or cancellation of any policy. Permittee shall give written notice to the Director within fifteen (15) days of the date upon which total claims by any party against Permittee reduce the aggregate amount of coverage below the amounts required by this Permit.

Section 16.7 Subrogation. Each policy must contain an endorsement to the effect that the issuer waives any claim or right in the nature of subrogation to recover against the City, its officers, agents or employees.

Section 16.8 Endorsement of Primary Insurance. Each policy must contain an endorsement that such policy is primary insurance to any other insurance available to the City as an additional insured with respect to claims arising hereunder and that the insurance applies separately to each insured.

Section 16.9 Liability for Premium. If any of the policies referred to above does not have a flat premium rate and such premium has not been paid in full, such policy must have a rider or other appropriate certificate or waiver sufficient to establish that the issuer is entitled to look only to Permittee for any further premium payment and has no right to recover any premiums from the City.

Section 16.10 Blanket Policies. The Permittee shall be entitled to purchase and maintain the insurance required under this Section 16 under so-called "blanket" policies, provided the coverage thereunder is at least at the levels contained herein and is otherwise adequate in keeping with prudent underwriting standards.

Section 16.11 Other Parties. Permittee shall require all parties contracted by Permittee to perform under this Permit, including without limitation, independent contractors and subcontractors, to carry insurance meeting all of the above requirements except in an amount no less than Six Hundred Thousand and No/100 Dollars (\$600,000) per occurrence.

Section 16.12 Delivery of Policies. At the Director's request, a designee of the Director shall be entitled, upon reasonable notice and during normal business hours, to inspect the policies referred to above at Permittee's offices in Houston, Texas in order to determine that Permittee has complied with its obligations under this Permit. If the Director fails to request the inspection of such policies, Permittee shall provide certificates of insurance reflecting that the terms of this Permit have been met. Permittee shall provide the Director with such certificates before or at the time of Permittee's execution of this Permit, and thereafter before the beginning of each year of the Term of this Permit. Notwithstanding the notice provisions of Section 16.6 or those contained in Section 10 above, the failure of Permittee to provide the Director with the above proof of insurance within the time periods of the preceding sentence shall constitute a default on the part of Permittee entitling the Director, upon thirty (30) days written notice to Permittee, to terminate this Permit if the information is not provided during such 30-day period. This default provision shall also apply to the proof of insurance requirements under circumstances where a policy is canceled or expires during a given year of the Term of the Permit. Notwithstanding the proof of insurance requirements set forth herein, it is the intention of the parties hereto that Permittee, throughout the Term of this Permit, continuously and without interruption, maintain in force the required insurance coverages set forth in Section 16.1. Failure of the Permittee to comply with this requirement shall constitute a default of Permittee allowing the City, if such default is not cured within thirty (30) days after written notice to Permittee, to terminate this Permit.

Section 17. Non-Assignability. No transfer or assignment of this Permit by a Permittee shall be effective unless and until:

- (a) The Permittee has provided to the Director the name and address of the transferee or assignee and background information regarding the transferee or assignee demonstrating that such entity or its affiliates are experienced in the operation of facilities such as the Encroachment or will retain the services of a professional management firm to operate same;
- (b) The transferee or assignee has furnished to the Director its written agreement to assume and perform all of the duties, covenants and obligations of the Permittee under this Permit that accrue from and after the date of such transfer or assignment; and
- (c) The Director, in the exercise of his/her business judgment, gives written consent and approval to the transfer or assignment, which consent will not be unreasonably delayed, conditioned or withheld.

The transferee or assignee shall cooperate fully with the Director in his/her effort to determine whether to approve such transfer or assignment. Failure of transferee or assignee to provide any requested information to the Director in aid of making this determination shall be grounds for denial of a transfer or assignment of the Permit. The Director shall approve or deny transferee's or assignee's request for approval of the transfer or assignment within thirty (30) days after receiving all information requested of such transferee or assignee. The failure of the Director to respond within such thirty (30)-day period shall be deemed a denial of the request for transfer or assignment. Upon the Director's approval of any transfer or assignment permitted hereunder, each provision of

this Permit shall thereupon be binding upon and inure to the benefit of, the transferee or assignee of the Permittee and the assigning or transferring Permittee shall be released from all liability under the Permit accruing from and after the date of such transfer.

An assignment of this Permit in connection with the encumbrance of this Permit by Permittee as collateral shall not constitute an assignment or transfer for purposes of this Section. A transfer of this Permit, or the rights of Permittee herein, as a result of a Uniform Commercial Code sale, a judicial or non-judicial foreclosure of liens covering this Permit, or pursuant to any transfer in lieu of such sale or foreclosure, shall be an approved transfer to such assignee or transferee under this Permit, on a temporary basis, subject to such transferee's or assignee's immediate and full compliance with the terms and conditions of this Permit and providing the Director with evidence of such compliance within fifteen (15) days following any such transfer or assignment. Permittee may grant licenses, permissions to use and/or similar rights in and to the Encroachment to third parties and the same shall not constitute an assignment or transfer of this Permit. Any attempt by the Permittee to assign this Permit without the prior written approval of the Director is voidable and at the option of the Director terminates this Permit.

Section 18. Successors. This Permit and all limitations upon and obligations imposed herein, shall inure to the benefit of and be binding upon the successors, in law or otherwise, of Permittee.

Section 19. Term. The term ("Term") of this Permit, subject to the cancellation provisions contained herein, shall be for a period of thirty (30) years, from and after the Effective Date of this Permit. Provided Permittee is not then in default of this Permit, such Term may be extended prior to the expiration set out above at the request of the Permittee and upon the approval of the Director.

Section 20. Acceptance and Effectiveness of Permit. Permittee shall indicate, by its authorized signature, its unconditional acceptance of this Permit to the Director and shall thereupon be bound by all of the terms and conditions hereof. Such acceptance shall constitute an unconditional and unqualified acceptance of all limitations and obligations contained herein and shall further constitute an affirmative acknowledgment of Permittee's obligations to abide by, observe and perform in accordance with all of the terms, provisions and conditions of this Permit, together with an affirmation of any and all representations and agreements of Permittee included herein. If Permittee is an entity other than a natural person, Permittee shall file with such signed Permit a copy of its Corporate Resolution or other document ("**Authorization**") appropriate to demonstrate that Permittee is duly authorized to accept the Permit. The Permit herein issued shall commence and inure to the benefit of Permittee, effective immediately upon the execution of this Permit by the City's authorized representative.

Section 21. Notice to Permittee. All notices required or permitted to be given to Permittee to this Permit must be in writing and shall be addressed and sent to Permittee at the following address:

CES Environmental Services, Inc.
A Texas corporation
4904 Griggs Road
Houston, Texas 77021
Telephone: 713-676-1460
Fax: 713-676-1676
ATTN: Greg Bowman, Vice President

Permittee may change the address for notification from the City by notifying the Director as provided herein. Notice from the City shall be effective when addressed to Permittee at the address above [or to such address(es) changed by Permittee as provided for herein] and deposited with the United States Postal Service, certified mail, return receipt requested.

Section 22. Notice to City. Any notice to the City, by Permittee, must be in writing to the Director by United States certified mail, return receipt requested and addressed as follows:

Director of Public Works & Engineering
City of Houston, Texas
P.O. Box 1562
Houston, Texas 77251-1562

ATTN: Kathlie Bulloch, Managing Engineer
Office of City Engineer

Such notice to the City shall be effective upon the actual receipt of such notice by the Director and/or his/her designee.

Section 23. Enforcement. The City Attorney, or his/her designee shall have the right to enforce all legal rights and obligations under this Permit without further authorization. Permittee covenants to provide to the Director or the City Attorney documents and records that the Director or City Attorney deem reasonably necessary to determine Permittee's compliance with this Permit, with the exception of those documents made confidential by federal or state law or regulation or any documents that would be privileged under the Texas Rules of Civil Procedure.

Section 24. Intentionally Omitted

Executed, in duplicate originals, to become effective on the date of signature by the City's representative.

CITY:

By: Kathie S. Jeng-Bullock
(Signature)

Name: Kathie S. Jeng-Bullock
(Printed Name)

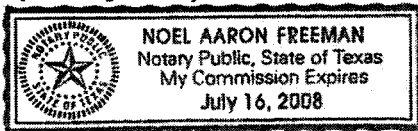
Title: Managing Engineer
(Printed Title)

Date of
Signature: 1/18/08

THE STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 18th day of January, 2008 by KATHIE S. JENG-BULLOCK (Name), MANAGING ENGINEER (Title), Department of PUBLIC WORKS & ENGINEERING, City of Houston, a municipal corporation on behalf of said Corporation.

(Notary Seal)



[Signature]
Notary Public, State of Texas

Kirst Kosmoski, Inc. ✓
2630 Fountainview Ste 318
Houston, Tx 77057
Attn: Mark Kosmoski

PERMITTEE:

CES Environmental Services, Inc.,
A Texas corporation

By: [Signature]
(Signature)

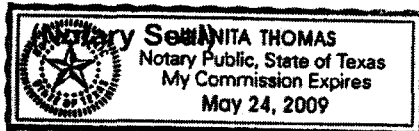
Name: Matt Bowman
(Printed Name)

Title: President
(Printed Title)

RECORDER'S MEMORANDUM:
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

THE STATE OF Texas
COUNTY OF Harris

This instrument was acknowledged before me on the 17 day of January, 2008 by Matt Bowman, President of CES Environmental, a Texas corporation on behalf of said corporation.



[Signature]
Notary Public, State of Texas

© REAL ESTATE/C/FIGRAHAMPACKAGINGCOMPANYLP.ENCORPERMIT.WPD
12/18/2007

After recording, return to:

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.
THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me, and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas on

JAN 24 2008



[Signature]
COUNTY CLERK
HARRIS COUNTY, TEXAS

Project # 51501057

FILED
2008 JAN 24 PM 1:08
County Clerk
COUNTY CLERK
HARRIS COUNTY TEXAS

ACORD_{TM} CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/24/2008

PRODUCER Phone: 972-455-1400 Fax: 972-387-8837
Allied North America Insurance
Brokerage of Texas, LLC
12770 Coit Road, Suite 750
Dallas TX 75251

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Flocon Services, Ltd. Co.
15731 Bellforest Ct.
Houston TX 77044

INSURERS AFFORDING COVERAGE**NAIC #**

INSURER A: Maryland Casualty Company	19356
INSURER B: American States Insurance Com	19704
INSURER C: Texas Mutual Insurance Co.	22945
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	SCP00733644	3/28/2007	3/28/2008	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$1,000,000 \$300,000 \$10,000 \$1,000,000 \$2,000,000 \$2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Spec Causes-\$25 <input checked="" type="checkbox"/> Coll - \$1,000	01CG8165533	5/25/2007	5/25/2008	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$1,000,000 \$ \$ \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	\$ \$ \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE AGGREGATE 	\$ \$ \$ \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	TSF0001155008	3/28/2007	3/28/2008	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 \$1,000,000 \$1,000,000 \$1,000,000
A	OTHER Scheduled Equipment Leased/Rented Equip Deductible: \$1,000	SCP00733644	3/28/2007	3/28/2008	Scheduled Equip Rented/Leased	523,588 150,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

RE: Sanitary Line Installation, Griggs Rd, Houston, Texas
CES ENVIRONMENTAL SERVICES, INC IS NAMED AS ADDITIONAL INSURED ON THE GENERAL LIABILITY AND AUTOMOBILE POLICIES. ALL POLICIES INCLUDE WAIVER OF SUBROGATION IN FAVOR OF CES ENVIRONMENTAL SERVICES, INC. IF REQUIRED BY WRITTEN CONTRACT AND SIGNED BY THE NAMED INSURED.

CERTIFICATE HOLDER

CES ENVIRONMENTAL SERVICES, INC.
4904 Griggs Road
Houston TX 77021

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <30> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

**PERFORMANCE BOND
TEXAS PRIVATE WORK**

BOND NO. 4362487

KNOW ALL BY THESE PRESENTS: That, Flocon Services Ltd. Co., as principal (hereinafter called "Contractor"), and SureTec Insurance Company, a Texas corporation, as corporate surety with offices at 9737 Great Hills Trail, Suite 320, Austin, Tx 78759, (hereinafter called "Surety"), are held and firmly bound unto CES Environmental Services, Inc. as Oblige, (hereinafter called Owner), in the amount of Three Hundred Seven Thousand One Hundred Thirty Three and 25/100 Dollars (\$307,133.25), for the payment whereof Contractor and Surety bind themselves, jointly and severally, firmly by these presents.

The liability of the Surety shall be limited to the above stated sum. WHEREAS, Contractor has by written agreement dated _____, 20____, entered into a contract (hereinafter referred to as the Contract) with Owner for Six Inch Force Main Sanitary Waterline (the "Work") in accordance with Drawings and Specifications prepared by _____.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform the Work required by the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect subject to the terms and limitations set forth below.

Whenever, Contractor shall be, and be declared by Owner in a written notice to Surety, to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or may promptly:

1. Continue performance of the Work under the Contract in accordance with its terms and conditions, or
2. Arrange for a contract between a responsible completing contractor and Owner, and make available as Work progresses (even though there should be a default or succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of continued performance less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in this first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

As a condition precedent to coverage under this Bond, Owner must give Surety its written notice of Contractor's default no later than one (1) year from the earliest to occur of the following: (i) the date of any abandonment or termination of the Contract; (ii) the date final payment is made to the Contractor under the Contract; or (iii) the date Contractor last performed Work under the Contract. Any default declared by Owner outside of this time frame is not covered by this Bond.

Any suit under this bond must be instituted before the expiration of twenty-five (25) months from the date on which the right of action accrues, but if this provision is prohibited by law or if any law provides for a lesser period of time then it shall be deemed to be amended as so to be equal to the minimum period of limitation allowed by such law. No suit shall be maintained against this bond other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

No right of action shall accrue on this bond to or for the use of any person or entity other than the Owner specifically named herein. The terms and conditions of this Bond shall be binding upon Contractor, Surety, Owner and their respective successors or assigns.

Signed and sealed this _____ day of _____, 200____.

Flocon Services Ltd. Co.
(Principal)
PRESIDENT
(Title)

SureTec Insurance Company
(Surety)
Connie Jean Kregel
Connie Jean Kregel, (Attorney-in-Fact)

Rev. 8/04

**The Rider Attached Hereto Is Incorporated in this Bond
and Contains Important Coverage Information**

EPAHO092001471

SureTec Insurance Company

9737 Great Hills Trail, Suite 320

Austin, Tx 78759

512-732-0099

STATUTORY PAYMENT BOND – TEXAS PRIVATE WORKS

(Property Code - Private Work)

Bond No. 4362487

(Penalty of this bond must be 100% of Contract amount. This bond and copy of contract must be filed with Clerk of County wherein owner's property is located.)

KNOW ALL MEN BY THESE PRESENTS: That Flocon Services Ltd. Co., Original Contractor (hereinafter called the "Principal"), as principal, and **SureTec Insurance Company**, a corporate surety organized and existing under the laws of the State of Texas with offices at 9737 Great Hills Trail, Suite 320, Austin, Tx 78759, (hereinafter called the "Surety"), as surety, are held and firmly bound unto CES Environmental Services, Inc. (hereinafter called the Owner), in the amount of Three Hundred Seven Thousand One Hundred Thirty Three and 25/100 Dollars (\$307,133.25) for the payment whereof the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Owner, dated the _____ day of _____, 20____, to Install a Six Inch Force Main Sanitary Waterline which contract is hereinafter referred to as the "Contract."

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall promptly pay claimants for all labor, subcontract, materials and specially fabricated materials performed or furnished under or by virtue of said Contract and duly authorized normal and usual extras thereto (not to exceed 15% of said Contract Price), then this obligation shall be void, otherwise to remain in full force and effect: labor, subcontract, materials and specially fabricated material shall be construed in accordance with Section 53.001 of the Texas Property Code.

PROVIDED HOWEVER, that the Owner having required the said Principal to furnish this bond in order to comply with the provisions of Chapter 53 of the Texas Property Code, all rights and remedies on this bond shall inure solely to such claimants and shall be determined in accordance with the provisions, conditions and limitations of said Property Code to the same extent as if they were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument, this _____ day of _____, 20____.

Flocon Services Ltd. Co.

(Principal)

By: John P. [Signature]

SureTec Insurance Company

By: Connie Jean Kregel

Connie Jean Kregel Attorney-in-Fact)

The foregoing bond is hereby approved

[Signature]
OWNER CES Environmental

IMPORTANT NOTICE TO OWNER: In order to obtain full benefits of this bond, a copy of the bond and contract should be filed with the county clerk of the county where the work is to be performed.

Please see attached Rider for important Notices and Coverage Information

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

L. Ray Pitts, Jr., Beverly M. Trimble, Richard M. Abbott, Connie Jean Kregel, Jeffrey Todd McIntosh, Cynthia Watson Fowler

of Dallas, Texas its true and lawful Attorney(s)-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety, providing the bond penalty does not exceed

Five Million and no/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment shall continue in force until 7/31/08 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 20th day of June, A.D. 2005.

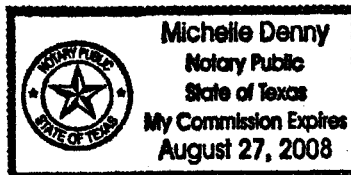
State of Texas
County of Harris

ss:



SURETEC INSURANCE COMPANY
By: [Signature]
Bill King, President

On this 20th day of June, A.D. 2005 before me personally came Bill King, to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



[Signature]
Michelle Denny, Notary Public
My commission expires August 27, 2008

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this _____ day of _____, 20____, A.D.

[Signature]
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

<p>SureTec Insurance Company THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION</p>

Statutory Complaint Notice

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9737 Great Hills Trail, Suite 320
Austin, Tx 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252-3439. You may write the Texas Department of Insurance at

PO Box 149104
Austin, TX 78714-9104
Fax#: 512-475-1771

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

Terrorism Risks Exclusion

The Bond to which this Rider is attached does not provide coverage for, and the surety shall not be liable for, losses caused by acts of terrorism, riot, civil insurrection, or acts of war.

**Exclusion of Liability for
Mold, Mycotoxins, Fungi & Environmental Hazards**

The Bond to which this Rider is attached does not provide coverage for, and the surety thereon shall not be liable for, molds, living or dead fungi, bacteria, allergens, histamines, spores, hyphae, or mycotoxins, or their related products or parts, nor for any environmental hazards, bio-hazards, hazardous materials, environmental spills, contamination, or cleanup, nor the remediation thereof, nor the consequences to persons, property, or the performance of the bonded obligations, of the occurrence, existence, or appearance thereof.

**ROW Occupancy Permit**

CITY OF HOUSTON, DEPARTMENT OF PUBLIC WORKS AND ENGINEERING

Permit No.: 27073**Date of Issuance: 02/07/2008****Type of Permit: CONSTRUCTION**

Street Name: GRIGGS

Starting Block: 4900

Ending Block: 4900

Side of Street: BOTH

From Date: 2008-02-11

To Date: 2008-03-11

Lanes Blocked: 1

From Time: 07:00AM

To Time: 05:00PM

Sidewalk Permit No.:

COH Street Cut Permit No.: scps-101887-0

Permit Conditions:

- * All affected meters must be rented from Parking Management before beginning work. Payment may be made by phone at 713-853-8100. The Parking Management Office is located at 1001 Avenida de las Americas, George R. Brown Convention Center, next to Exhibit Hall A. Please provide 5 business days notice before renting meters.
- * Coordinate Work with other contractors before closing lane
- * No work allowed during special events or parades
- * Post Permit for visual inspection on the effected street at the construction/event site at all times
- * Provide and install traffic control devices in compliance with Part VI of the "Texas Manual on Uniform Traffic Devices"
- * Cover open excavation with steel plate anchored properly during non-working hours; inspect them at least twice a day
- * Adhere to the City of Houston noise ordinance (Chapter 30, Ordinance 93-77)
- * Provide access to tenants and emergency services
- * No work during peak rush hours unless authorized
- * Open all lanes when not working each day
- * The City of Houston reserves the right to revoke this permit at its discretion
- * Police officer(s) required

Special conditions: 1-Police Officer required to maintain traffic control within construction area and at a signal intersection. Must reopen lanes when not working each day or all other times.

Name: JOHN FLOHN

Company Name: FLOCON SERVICES

Address: 15731 BELLFOREST COUNT

City: HOUSTON

State: TX

Zip: 77044

Phone No.: 281-225-7731

For information contact: Department of Public Works and Engineering, Traffic Engineering Branch, P.O. Box 1582, Houston, TX 77251

Email: trafficpermits@cityofhouston.net

Telephone No.: 713-837-7262

Fax No.: 713-837-7290

Vacuum
System

From: "lukestaengl" <lukestaengl@mindspring.com>
To: "Clarke Hickman" <chickman7@comcast.net>
CC: "Pat Therrien" <pat@swva.net>
Subject: Vacuum System proposal
Date: Thursday, January 31, 2008 2:43:42 PM

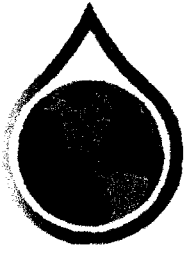
One more try - Luke



Luke Staengl
President
PESCO-BEAM
1005 Industry Circle, SE
Roanoke, Virginia 24013
(540)206-2788 ~ cell(540)529-1588
FAX (540)206-2791 ~ Int'l (540)204-2015
lukestaengl@mindspring.com

(Attachments successfully scanned for viruses.)

Attachment 1: (application/msword)



PESCO-BEAM Environmental Solutions Company, Inc.

1005 Industry Circle, SE
Roanoke, Virginia, USA 24013
Voice: 1-540-206-2788
FAX: 1-540-206-2791
Web: www.pescova.com
Email: lukestaengl@mindspring.com

Page 1 of 2

To: Clark Hickman
CES Environmental Services
Houston, Texas

From: Luke Staengl, President

Re: Vacuum System budget proposal

Dear Clark,

PESCO-BEAM hereby proposes to design and build a multistage vacuum system for your company. The system will be designed and built to provide sufficient vacuum for your oil re-refinery to enable you to distill used motor oil in your multistage evaporation system.

The system will include positive displacement vacuum booster blowers, a liquid ring vacuum system, heat exchangers, strainers, receivers, pumps, and control components all assembled on a carbon steel skid. It will come with all the needed control valves, manual valves, fittings, piping as well as the electrical and electronic components necessary to reach the desired vacuums.

System parameters:

VACUUM PULLED

10 mmHg in 1st evaporator with a continuous air bleed up stream of an orifice plate in order to maintain pressure. This also provides a gas ballast for the KT Pump.

1.5 - 2 mmHg in 2nd Evaporator.

Maintenance

- 1) Operators change out 5 gallons of the pumps 10 gallon capacity with Detergent oil. They say they are using straight 40 Weight Detergent oil.
- 2) Operators add 2 cups of an additive with the 5 gallons above. The additive is Lubrizol 5347 from the Lubrizol Corporation. This additive is to buffer the acidity that is condensing in the KT Oil.
- 3) Operators periodically check Total Acid Number (TAN). This number usually stays below 1.5. This is higher than the 0.3 recommended in the Kinney manual, but much less than the TAN's of 2.5 to 3 recorded at the Portland plant before the above treatment regime was initiated.
- 4) The first pump used with the above maintenance lasted 1 year.



PESCO-BEAM Environmental Solutions Company, Inc.

1005 Industry Circle, SE
Roanoke, Virginia, USA 24013
Voice: 1-540-206-2788
FAX: 1-540-206-2791

Web: www.pescova.com

Email: lukestaengl@mindspring.com

Page 2 of 2

The system will include all the components listed in the accompanying P & I Diagram which accompanies this proposal, assembled and ready to be installed on your system.

The lead-time for the system will be 14 – 16 weeks.

This budget price is good for 30 days from today.

The system will be guaranteed to be perform as specified for one year.

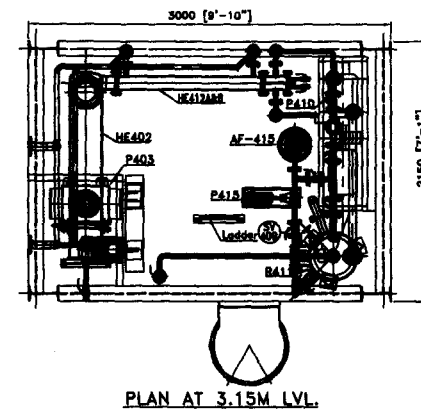
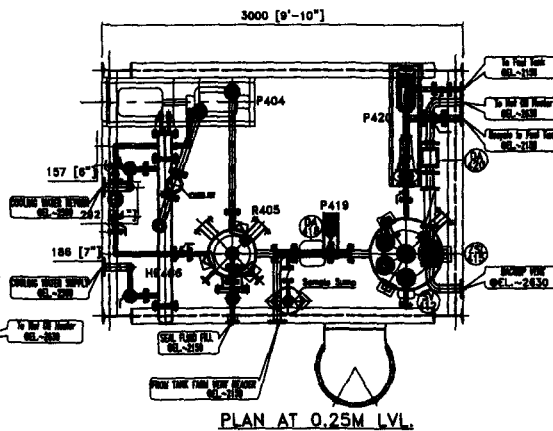
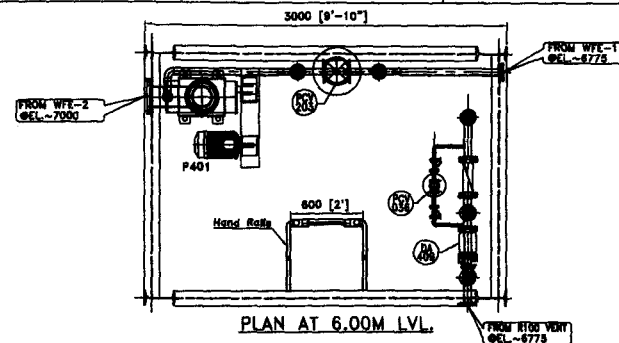
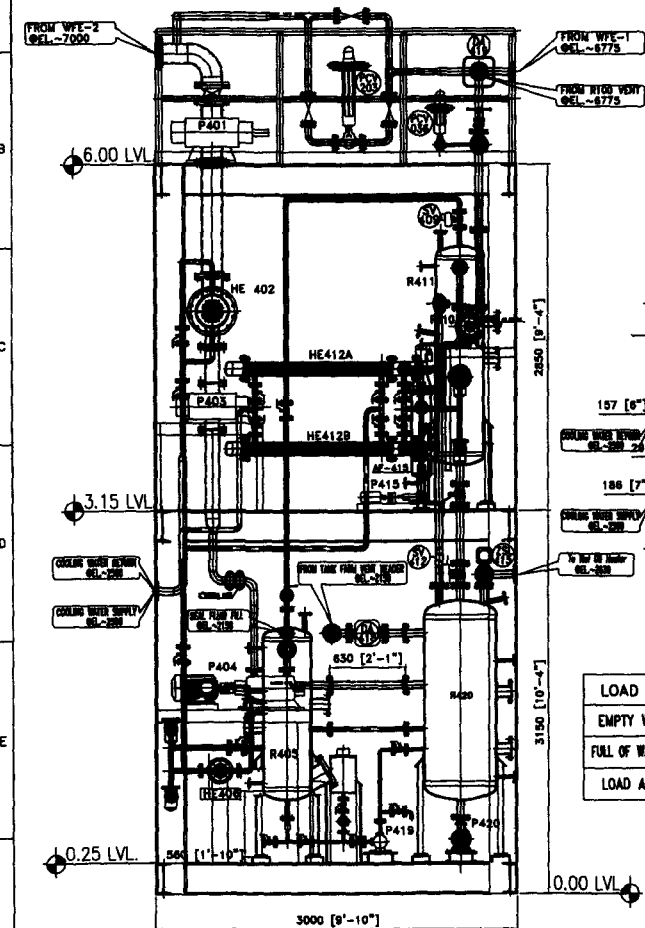
The budget price (+/- 5%) for the system f.o.b. Roanoke will be \$244,800.00

Please review this budget proposal (including the diagram attached) and get back to me if you wish to proceed. We will then prepare a formal agreement which will be signed by all parties.

Yours truly,

Luke Staengl

Luke Staengl



LOAD DATA	VACUUM SKID
EMPTY WL. (MT)	9.0
FULL OF WATER WL (MT)	12.0
LOAD AREA (M ²)	6.45

NOTES:

1. UNLESS OTHERWISE STATED, ALL DIMENSIONS ARE IN mm.



BEAM ENGINEERING PVT LIMITED



EAST CLUB ROAD, SHENOY NAGAR
CHENNAI 600 030 (INDIA)

Project: SAUDI ENVIRONMENT WORKS, SAUDI ARABIA.

DESIGN: PRAGMATIC ENVIRONMENTAL SOLUTION Co., ROANOKE, VA, USA.

SCALE:

SHEET: 1 OF 1

PROJ:  

LAYOUT OF VACCUM SKID

DRN	CLRD	DRG NO :
-----	------	----------

Loga	JJW	446-24
------	-----	--------

REF DRG NO:

A.	JOB NO:
----	---------

ORDER/LOI NO:

REV:	DATE:
-4-	07 Jan. 2007

ITEM NUMBER 3

CES Environmental Services, Inc.
4904 Griggs Road
Houston, Texas 77021
FAX: (713) 676-1676

FACSIMILE COVER PAGE

17 pages including cover page)

TO: Ashok Ganapathy / Luke Staengl
FROM: Clark Hickman
DATE: 6/27/08
SUBJECT: PO For PLC system and Vacuum System Oil Project

Attached for your information is a copy of the
PO for the PLC system and Vacuum system quoted
and copy of 1st Payment Check.

Please review and call me. ~~281-488-0848~~

File This stuff
PLC and Vacuum
system

CES Environmental Services, Inc.
4904 Griggs Road
Houston, Texas 77021
FAX: (713) 676-1676

FACSIMILE COVER PAGE
(8) pages including cover page)

TO: Luke Steng/

FROM: Clark Hickman

DATE: 5/9/08

SUBJECT: PLC-PC Control System

See Attached
PO - 374941
For \$78,400.00

PHONE: (713) 676-1460 FAX: (713) 6761676

Purchase Order No.: 374941

Date: 5/5/08

Vendor: PESCO - BEAM Environmental Solutions Company, Inc
Address: 1005 Industry Circle, SE
Roanoke, Virginia 24013
Contact: Luke Staengl
Phone: 504-206-2788
Fax: 504-206-2791

[illegible]

OPS	<input checked="" type="checkbox"/>	Yes
	<input type="checkbox"/>	No
Lab	<input type="checkbox"/>	

OFFICE USE ONLY

Job Expense:

What Job?:

☐ Give Vendor Re-Sale Certificate
☐ Vendor to Charge Sales Tax

CES:D24:6807

EPAHQ092001484

Clark Hickman

From: lukestaengl [lukestaengl@mindspring.com]
Sent: Friday, March 21, 2008 2:05 PM
To: Clark Hickman; 'Clarke Hickman'
Subject: FW: Supply agreement for PLC-PC control system
Attachments: CES Control System Quotation - 01.14.08.doc



Luke Staengl
President
PESCO-BEAM

1005 Industry Circle, SE
Roanoke, Virginia 24013
(540)206-2788 ~ cell(540)529-1588
FAX (540)206-2791 ~ Int'l (540)204-2015
lukestaengl@mindspring.com
www.pescova.com

From: lukestaengl [mailto:lukestaengl@mindspring.com]
Sent: Thursday, March 20, 2008 3:48 PM
To: Clark Hickman (chickman@cesenvironmental.com)
Subject: FW: Supply agreement for PLC-PC control system



Luke Staengl
President
PESCO-BEAM

1005 Industry Circle, SE
Roanoke, Virginia 24013
(540)206-2788 ~ cell(540)529-1588
FAX (540)206-2791 ~ Int'l (540)204-2015
lukestaengl@mindspring.com
www.pescova.com

From: lukestaengl [mailto:lukestaengl@mindspring.com]
Sent: Tuesday, March 18, 2008 4:53 PM
To: 'Clarke Hickman'; Clark Hickman
Subject: Supply agreement for PLC-PC control system

Dear Clark – here is a proposal for PESCO-BEAM to supply a PESCO-BEAM PLC-PC control system.
Please review it and get back to me with any further questions or comments.
Wishing you well,



Luke Staengl
President
PESCO-BEAM

1005 Industry Circle, SE
Roanoke, Virginia 24013
(540)206-2788 ~ cell(540)529-1588

FAX (540)206-2791 ~ Int'l (540)204-2015
lukestaengl@mindspring.com
www.pescova.com

One more try - Luke



Attachment 1: (application/msword)



PESCO-BEAM Environmental Solutions, Inc.

1005 Industry Circle, SE
Roanoke, Virginia, USA 24013
Voice: 1-540-206-2788
FAX: 1-540-206-2791
Web: www.pescova.com
Email: luke@pescobeam.com

INVOICE

June 27, 2008

Please Remit Payment to:

PESCO-BEAM
Environmental Solutions,
Inc.
1005 Industry Circle, SE
Roanoke, VA 24013

INVOICE NO.:

CES VAC SYS 1-62708 - Stage 1

DATE:

6/27/2008

PURCHASE ORDER NO.:

375026; Dated 5/20/2008, Received:
6/27/2008

TO: Clark Hickman
CES ENVIRONMENTAL
SOLUTIONS INC

*Project Name: PESCO-BEAM MULTI
STAGE VACUUM SYSTEM
Project Manager: Clark Hickman*

Project Engineering

(Phase 1)
Payment Due 31% of Contract
Value

TOTAL INVOICE:

\$73,000.00

Method of Payment: Wire Transfer [Routing Number 061000104;
Account Number 1000061565478] or Express Mail Check

Date Due: June 30th, 2008

Manufacturing
1866 Technical St. SE, Roanoke, VA 24013
Tel. 540 427 3588, Fax: 540 427 3590
Email: luke@pescobeam.com , URL: www.pescova.com

EPAHO092001488



PESCO-BEAM Environmental Solutions, Inc.

1005 Industry Circle, SE
Roanoke, Virginia, USA 24013
Voice: 1-540-206-2788
FAX: 1-540-206-2791
Web: www.pescova.com
Email: luke@pescobeam.com

INVOICE

June 27, 2008

Please Remit Payment to:

PESCO-BEAM
Environmental Solutions,
Inc.
1005 Industry Circle. SE
Roanoke, VA 24013

INVOICE NO.:

CES PLC-PC 1-62708 - Stage 1

DATE:

6/27/2008

PURCHASE ORDER NO.:

374941; Dated 5/5/2008, Received:
6/27/2008

TO: Clark Hickman
CES ENVIRONMENTAL
SOLUTIONS INC

*Project Name: PESCO-BEAM PLC-PC
CONTROL SYSTEM*

Project Manager: Clark Hickman

Project Engineering

(Phase 1)
Payment Due 30% of Contract
Value

TOTAL INVOICE:

\$23,520.00

Method of Payment: Wire Transfer [Routing Number 061000104;
Account Number 1000061565478] or Express Mail Check

Date Due: June 30th, 2008

Manufacturing
1866 Technical St. SE, Roanoke, VA 24013
Tel. 540 427 3588, Fax: 540 427 3590
Email: luke@pescobeam.com , URL: www.pescova.com

EPAHO092001489

Clark Hickman

From: Ashok Ganapathy [ashok@pescobeam.com]
Sent: Friday, June 27, 2008 5:33 PM
To: Clark Hickman; 'Clarke Hickman'
Cc: 'Luke Staengl'
Subject: RE: Invoices
Attachments: CES PLC PC 1-62708 - Stage 1.pdf, CES VAC SYS 1-62708 - Stage 1.pdf

Importance: High

Hello **Clark**,

Thank you very much for sending over the contracts along with the Purchase Orders [374941 for Pesco-Beam PLC-PC Control System & 375026 for Pesco-Beam Multi Stage Vacuum System]. We also appreciate the check copies we received along with the fax.

Please find attached the 2 Invoices for the checks you are sending us by FedEx. Please let me know if you need any additional information.

We thank you for the opportunity to service your organization, and look forward to furthering our relationship.

Best Regards,

Ashok

From: Ashok Ganapathy [mailto:ashok@pescobeam.com]
Sent: Friday, June 27, 2008 5:22 PM
To: 'chickman@cesenvironmental.com'; 'Clarke Hickman'
Cc: 'Luke Staengl'
Subject: RE: Invoice
Importance: High

Hi **Clark**,

Thank you very much for your call this afternoon. Following up on our discussion, the information you requested is below.

1. Please use the address below to send our payments to.

PESCO-BEAM Environmental Solutions, Inc.,
1005 Industry Circle, SE
Roanoke, VA 24013

PH: 540-206-2788

2. I am awaiting your fax copies of the contracts (Fax: 540-206-2791) to send you the invoices. Please also feel free to scan and email them to me, if that suits you better.

Best Regards,

Ashok Ganapathy
General Manager
PESCO-BEAM Environmental Solutions, Inc.,
1005 Industry Circle, SE
Roanoke, VA 24013

From: Luke Staengl [mailto:luke@pescobeam.com]
Sent: Thursday, June 26, 2008 5:25 PM

**PESCO BEAM** Environmental Solutions, Inc.1005 Industry Circle, SE
Roanoke, Virginia, USA 24013

1-540-206-2788

FAX: 540-206-2791

www.pescova.comashok@pescobeam.com

Fax

To:	Clark Hickman	From:	Ashok Ganapathy
Fax:	713-676-1676	Pages:	2 pages, including this cover
Phone:	281-488-0848	Date:	6/30/2008
Re:	Contracts Signature Sheet	CC:	

☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

CONFIDENTIAL NOTICE: The document(s) accompanying this fax transmission contain confidential information belonging to the sender which is legally privileged. The information is intended only for the use of the individual or entity named above.

If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or taking any action in reliance on or regarding the contents of this fax transmission is strictly prohibited.

If you have received this fax by error, please immediately notify us by telephone. Thank you.

●Comments:

Dear Clark,

Thank you very much for the contracts copy, and the 2 checks. We received them early this morning!

Please find attached the signature page with Luke's signature. Kindly sign and fax over a copy so that we both have a signed copy in our files. Please let me know if you need any additional information.

Have a great week

Ashok

**PESCO-BEAM** Environmental Solutions Company, Inc.

1005 Industry Circle, SE
Roanoke, Virginia, USA 24013

Voice: 1-540-206-2788

FAX: 1-540-206-2791

Web: www.pescova.com

Email: lukestaengl@mindspring.com

Page 4 of 4

Our liability is also limited to replacement or repair of any defective components and we are not liable for any damage to personnel, property or loss in production.

Validity of offer: This final offer is valid for 30 days for your consideration and acceptance.

Force Majeure The performance of this Agreement, except for the payment of money for services already rendered, may be suspended by either party in the event the performance of obligations are prevented by a cause or causes beyond the reasonable control of such party. Such causes shall include, but not be limited to, acts of God, acts of war, riot, fire, explosion, accident, flood, or sabotage; lack of adequate fuel, power, raw materials, labor or transportation facilities; governmental laws, regulations, requirements, orders or actions; breakage or failure of machinery or apparatus; national defense requirements; injunctions or restraining orders; labor trouble, strike, lockout or injunction (provided that neither party shall be required to settle a labor dispute against its own best judgment).


The party asserting a right to suspend performance under this Section must, within a reasonable time after he has knowledge of the effective cause, notify the other party of the cause for suspension, the performance suspended, and the anticipated duration of suspension. Upon receipt of such notice advising of a material or indefinite suspension of performance, and if such suspension substantially impairs the value of this Agreement to him, a party may, within a reasonable time (not to exceed thirty days), terminate this Agreement. If such notice of termination is not provided, this Agreement will lapse with respect to any performance suspended hereunder.

The party asserting a right to suspend performance hereunder shall advise the other party when the suspending event has ended, and when performance will be resumed.

Jurisdiction: The final contract shall be governed under the laws of the Commonwealth of Virginia.

IN WITNESS WHEREOF, we have executed this contract on the date indicated below:

For PESCO-BEAM Inc. by:



Luke Staengl, President

June 30, 2008

Date

For Your Company:

Signature, Title

Date

Felisa called
me back she
said they dont
E-mail ~~them~~
~~and~~ they only
send the hard
copy. oee

Purchase Order No.:

Date: 5/5/08

Vendor: Air and Gas Systems, Inc
Address: 5829 W. Sam Houston Pkwy N, Suite 108
Houston, TX 77041
Contact: Tom Pope Steve Allen
Phone: 832-467-9455 832-467-9455
Fax: 832-467-4912

ITEM NO.	DESCRIPTION	QUANTITY	\$ COST
1	Custom Vacuum System Per AGSI Quote # 030308 Rev 1 Date 2/24/08 System Defined by Pesco PID 12-400 Date of PID See Attached Drawing and System Notes Terms: Drawing Lead Time 2 weeks Delivery 12 weeks after drawings Delivery Location Houston - CES Payment 30 days after delivery Time is of the essence. If changes in schedule notify CES	1	\$250,000.00

Submitted By: Clark Hickman (281-488-0848)
Approved By: _____
Printed Name: _____

OPS ☐ Yes
☐ No
 Lab ☐

OFFICE USE ONLY

Job Expense:

- _____ CS
- _____ FS
- _____ Trans
- _____ SGA
- _____ MRI
- _____ DRM

What Job?: _____

☐ Give Vendor Re-Sale Certificate
☐ Vendor to Charge Sales Tax

CES:D24:6807

Air and Gas Systems, Inc.



TUTHILL
Vacuum & Blower Systems

Distributors and Representatives

**5829 W. Sam Houston Pkwy N.
Suite 108
Houston, TX 77041**

**ph: 832-467-9955
fax: 832-467-4912**

From: Steve Allen
Ph: 832-467-9955
Fax: 832-467-4912
E-Mail: steve@airandgas.net

Date: February 29, 2008

Total Pages: 2

PROPOSAL TRANSMITTAL

To: CES Environmental

Ph: 713-845-4102
Fax: 713-645-6094

Attn: Clark Hickman

Email: chickman@cesenvironmental.com

Inquiry No.: Custom Vacuum System Skid

AGSI Quote #: 030308 Rev. 1

Gentlemen:

We are pleased to provide our revised proposal for (1) Custom Engineered Vacuum System, including all the equipment, piping, vessels and instrumentation as shown on the P&ID. We have included with this revision, a pre-cooler to cool the inlet gas temperature of 300F down to 110F using 85F water. Also, we have changed the heat exchangers to plate and frame copper tubes with aluminum fin coils inside a CS shell to eliminate excessive pressure drop from shell and tube coolers on the process gas side. Our assumption is that the gas coming off your tower is a hydrocarbon mix with mol. wt. of 17.69 and K value of 1.286. We would need verification or a gas analysis before final design. We have reduced the length of the skid. Our arrangement would be to build it on one level skid that would be approximately 10'W X 8' L X 20' H. We are the authorized Kinney vacuum products representative for the state of Texas and are an ASME Code shop with certified welders and specialize in this kind of custom packages for the Petrochemical and energy markets.

We thank you for the opportunity to provide a proposal and we look forward to further communication on this and other projects.

Sincerely,

Steve Allen
President

Proposal No.: 030308 Rev.1

Date: February 29, 2008

To: CES Environmental

Ref: Custom Engineered Vacuum System Skid

VACUUM BOOSTERS and LIQUID RING PUMPS

- First Stage P 401 – Tuthill 5514-90L2 vacuum booster blower with mechanical seals, CI housing, DI rotors with cooling coils
- Second Stage P 403– Tuthill 3210-90L2 vacuum booster blower with mechanical seals, CI housing, DI rotors with cooling coils
- Third stage P 404– KLRC 200 liquid ring pump, CI housing, DI rotor
- Fourth Stage P 410 – KLRC 200 liquid ring pump, CI housing, DI rotor

ELECTRIC MOTOR DATA

- 10/3/7.5/7.5 HP(1800 RPM, TEFC Induction Motor, 1.25 S.F.
- Foot mounted
- Class F insulation, Class B rise
- 230/460 Volts, 3-Phase, 60 Hz

PACKAGE SEPARATORS and HEAT EXCHANGERS - Packaging

- Discharge Gas/Liquid Separator Tank, CS, rated for 14.9 psig at 250F, and full vacuum, R405, R411, R 420
- Fabricated steel skid with lifting lugs, all interconnecting piping CS
- SSPC-1 cleaning, primer coat and top coat of urethane. SS tubing, conduit and parts are not painted
- All components mounted on base and completely piped
- CS Shell and copper tubes/aluminum fin, plate and frame, HE pre-cooler
- CS Shell and copper tubes/aluminum fin, plate and frame, HE 402 interstage cooler
- CS Shell and copper tubes/aluminum fin, plate and frame, HE 406, 412A, 412B seal liquid coolers
- All end devices wired to junction box on skid

Notes: control panel and motor starters by customer

PRICE SCHEDULE

Price for one (1) liquid ring pump system as described above is.....\$ 250,000.00 Net Ea.

GENERAL TERMS

Ex-Works:	Houston, TX
Terms of Payment:	Progress Payments to be negotiated
Drawing Lead Time:	2 Weeks
Delivery:	12 Weeks after drawings

Application Worksheet (Normal Condition)

Reference/Quote: CES Environmental

AMBIENT CONDITIONS:Atmospheric Pressure: 14.7 PSIA
Elevation: 0 Feet
Ambient Temperature: 100 Fahrenheit**APPLICATION REQUIREMENTS:**

Gas:	HC Mix DTE	Gas Properties:	
Molecular Weight:	17.693		
Cp:	0.535	Duty Cycle:	more than 4 hours
K Value (Cp/Cv):	1.286	Staging Ratio:	5
Inlet Temperature:	110 Fahrenheit		
Inlet Volume:	114.3 ICFM		
Standard Volume:	0.9786 SCFM		
Mass Flow:	2.69 lbs./hr		
Inlet Pressure:	7 TORR (mmHg abs)		
Discharge Pressure:	35 TORR (mmHg abs)		

MODEL SELECTED FOR THE APPLICATION:

Model Number:	Vacuum Booster 3210-90L2
Materials of Construction	Iron (standard)
Flow Direction	Vertical Flow
Connection Size	4 Flange Inlet 4 Flange Discharge
Seal Type:	Double Envelope Gastight
Lubrication:	Splash
Rotative Speed:	1879 RPM (52.2 % of Max)
Gear Tip Velocity:	1599 ft/min
Discharge Temperature:	223.8 Fahrenheit
Discharge Volumetric Flow:	27.42 CFM
Required Input Power:	1.667 BHP
Inertia Power Required:	3 BHP
Volumetric Efficiency:	57.92 %
Temperature Rise Coefficient:	0.13

SELECTED BLOWER OPTIONS:Standard Viton O-Rings in Mechanical Seals
Cooling Coils (standard for this model)**TESTING**

Standard Mechanical Integrity Test

Application Worksheet (Normal Condition)

Reference/Quote: CES Environmental

AMBIENT CONDITIONS:Atmospheric Pressure: 14.7 PSIA
Elevation: 0 Feet
Ambient Temperature: 100 Fahrenheit**APPLICATION REQUIREMENTS:**

Gas:	HC Mix DTE	Gas Properties:	
Molecular Weight:	17.693		
Cp:	0.535	Duty Cycle:	more than 4 hours
K Value (Cp/Cv):	1.286	Staging Ratio:	8
Inlet Temperature:	110 Fahrenheit		
Inlet Volume:	800 ICFM		
Standard Volume:	0.9785 SCFM		
Mass Flow:	2.69 lbs./hr		
Inlet Pressure:	1 TORR (mmHg abs)		
Discharge Pressure:	8 TORR (mmHg abs)		

MODEL SELECTED FOR THE APPLICATION:

Model Number:	Vacuum Booster 5514-90L2
Materials of Construction	Iron (standard)
Flow Direction	Vertical Flow
Connection Size	6 Flange Inlet 6 Flange Discharge
Seal Type:	Double Envelope Gastight
Lubrication:	Splash
Rotative Speed:	2543 RPM (70.65 % of Max)
Gear Tip Velocity:	3662 ft/min
Discharge Temperature:	283.8 Fahrenheit
Discharge Volumetric Flow:	130.5 CFM
Required Input Power:	3.204 BHP
Inertia Power Required:	10 BHP
Volumetric Efficiency:	71.49 %
Temperature Rise Coefficient:	0.14

SELECTED BLOWER OPTIONS:Standard Viton O-Rings in Mechanical Seals
Cooling Coils (standard for this model)**TESTING**

Standard Mechanical Integrity Test

RE: On hold

Tom Pope [tom@airandgas.net]

ient: Wednesday, April 16, 2008 2:01 PM
to: Steve Stricker
cc: Clark Hickman; Steve Allen (E-mail) [steve@airandgas.net]
Attachments: CES Environmental 030308R2.doc (250 KB)

See attached quote. We do not have any room to maneuver on price. However, our price includes freight to jobsite and 3 days of start up assistance.

Considering we have the drawing 90% finished, we could have the drawings to you in 3-4 days after hard copy PO.

Finally, vacuum is a tricky process. Having the supplier in Houston has to be worth something, I hope.

Thanks for the opportunity,

Tom Pope,

Air and Gas Systems, Inc
Wakefield Associates, Inc
5829 W. Sam Houston Pkwy N. Suite 108
Houston, TX 77041

832-467-9955

From: Tom Pope [mailto:tom@airandgas.net]
Sent: Wednesday, April 16, 2008 8:15 AM
To: 'sstricker@cesenvironmental.com'
Cc: 'chickman@cesenvironmental.com'
Subject: On hold

We have not been able to get a response on a hard copy PO. The job is on hold until we do.

Tom Pope,

Air and Gas Systems, Inc
Wakefield Associates, Inc
5829 W. Sam Houston Pkwy N. Suite 108
Houston, TX 77041

832-467-9955

Myrex
oil structure



International Fidelity INSURANCE COMPANY

24900 Pitkin Rd.
Suite 145
Spring, TX
281-681-3900

77386

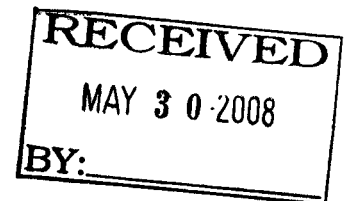
GENERAL FORM STATUS INQUIRY

CES ENVIRONMENTAL SERVICES, IN
Attn. Gregg Bowman
4904 Griggs Rd.
Houston, TX 77021

Date: 05/27/2008

Bond No.: HSIFSU0465081 00

PRINCIPAL: MIL, Ltd dba Myrex Industries
ADDRESS: 9119 Weedy Lane
Houston, TX 77093



DESCRIPTION OF CONTRACT:

Fabrication & Delivery of Oil Processing Structure including
steel, handrails, grading, and stairs.

Performance & Maintenance Bond Only

OBLIGEE: CES ENVIRONMENTAL SERVICES, IN

CONTRACT PRICE: 239,840 BOND AMT: 239,840 EFF. DATE: 3/18/2008

Without prejudicing your right or affecting our liability under our bond described above, we would appreciate such of the following information as is now available.

Please return the completed document to us in the enclosed stamped self-addressed envelope or return it by Fax to 281-681-3903

Very truly yours,

INTERNATIONAL FIDELITY INSURANCE CO.

1. IF CONTRACT COMPLETED, PLEASE STATE:

Approximate date of completion of work(or final delivery): _____

Approximate acceptance date: _____

Final Contract Price \$ _____

2. IF CONTRACT UNCOMPLETED, PLEASE STATE:

Approximate percentage or dollar amount of contract completed: _____

3. Do you know of any unpaid bills for labor or materials?(check) _____ NO _____ YES

If yes, Please comment: _____

4. Remarks: _____

Date: _____

Signature: _____

Title: _____

EPAHO092001501

MYREX Industries

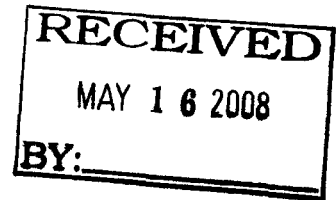
FABRICATORS OF COMMERCIAL & INDUSTRIAL STEEL

AISC COMPLEX STEEL STRUCTURES CERTIFIED

9119 Weedy Lane • Houston, Texas 77093

(713) 691-5200 • FAX (713) 691-3355

www.myrex.com



May 15, 2008

VIA CERTIFIED MAIL NO: 7005 0390 0000 4974 0688
RETURN RECEIPT REQUESTED

CES Environment Services Inc.
4904 Griggs Road
Houston, TX 77021

Re: CES Environmental

Invoice No.: 9653

Gentlemen:

We have furnished specially fabricated material for the above job. Our books show an unpaid balance due us on this job of \$38,944.02. We are giving you this notice solely to protect our rights under the lien laws of Texas. We will notify the owner of the unpaid balance due if we have not been paid in full for this invoice by June 15, 2008.

We hope this is not necessary and wish to cooperate with you in any way that would be beneficial to both of us. Should you need additional information, please advise.

This notice is sent to you in conformity with the requirements of Section 53.056 of the Texas Property Code in order that you may have an opportunity to see that this unpaid account is paid in full.

By: 

Jim Moffa
President

EPAHO092001502



International Fidelity INSURANCE COMPANY

24900 Pitkin Rd.
Suite 145
Spring, TX
281-681-3900

77386

MAY 01 2008

GENERAL FORM STATUS INQUIRY

CES ENVIRONMENTAL SERVICES, IN
Attn. Gregg Bowman
4904 Griggs Rd.
Houston, TX 77021

Date: 04/28/2008

Bond No.: HSIFSU0465081 00

PRINCIPAL: MIL, Ltd dba Myrex Industries
ADDRESS: 9119 Weedy Lane
Houston, TX 77093

DESCRIPTION OF CONTRACT:

Fabrication & Delivery of Oil Procressing Structure including
steel,handrails,grading,and stairs.

Peformance & Maintance Bond Only

OBLIGEE: CES ENVIRONMENTAL SERVICES, IN

CONTRACT PRICE: 239,840 BOND AMT: 239,840 EFF. DATE: 3/18/2008

Without prejudicing your right or affecting our liability under our bond described above, we
would appreciate such of the following information as is now available.

Please return the completed document to us in the enclosed stamped
self-addressed envelope or return it by Fax to 281-681-3903

Very truly yours,

Denise Rakey

INTERNATIONAL FIDELITY INSURANCE CO.

1. IF CONTRACT COMPLETED, PLEASE STATE:

Approximate date of completion of work(or final delivery): _____

Approximate acceptance date: _____

Final Contract Price \$ _____

2. IF CONTRACT UNCOMPLETED, PLEASE STATE:

Approximate percentage or dollar amount of contract completed: _____

3. Do you know of any unpaid bills for labor or materials?(check) _____ NO _____ YES

If yes, Please comment: _____

4. Remarks: _____

Date: _____

Signature: _____

Title: _____

EPAHO092001503

Bank of America**NON-NEGOTIABLE****ORDER TO PAY LOAN FUNDS**

BRANCH: Bank of America, N.A.
ADDRESS: 10850 White Rock Road, Suite 101, Rancho Cordova, CA 95670
P. O. Box 1186, Rancho Cordova, CA 95741

BANK TELEPHONE NO.: (916) 861-9023

BANK FAX NO.: 704-719-8409

DATE: 4-29-08

ATTN: Craig Meyers

PAY TO CES Environmental Services, Inc.

ONLY

Two Hundred Twenty Three Thousand Seven Hundred Twenty Nine and 66/100 DOLLARS (\$223,729.66)

AND CHARGE THE SAME TO THE FOLLOWING LOAN ACCOUNT:

LOAN NO. 804583-398 / 414

BORROWER: CES Environmental Services, Inc.

METHOD OF DISBURSEMENT (select ONE): ☐ Cashier's Check / ☐ Wire Transfer / ☒ Deposit to BofA Business Account

If Wire Transfer or Deposit, complete the following information:

Wire Transfer/Deposit Account No. (b) (6)

Branch Name and Location: Texas

Name on Business Wire Transfer/Deposit Account: CES Environmental Services, Inc.

Bank Name and ABA Number (Wire Transfer only):

(Please refer to your SBA Authorization and Loan Agreement for authorized use of proceeds and amount allowed.)

USE OF PROCEEDS:

ITEMIZATION

Fixtures:

Inventory:

Leasehold / Tenant Improvements:

Machinery and/or Equipment (including Furniture): \$223,729.66

Titled Equipment (including motor vehicles)

Working Capital:

Other:

TOTAL ADVANCE: \$223,729.66

BORROWER TELEPHONE NO.: 713-419-6076

BORROWER FAX NO.:

Authorized by:

Print Name: Gary Brown

Signature: [Signature]

MYREX Industries

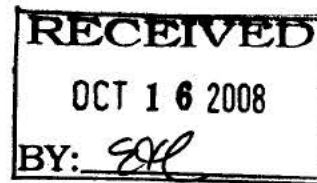
FABRICATORS OF COMMERCIAL & INDUSTRIAL STEEL

AISC COMPLEX STEEL STRUCTURES CERTIFIED

9119 Weedy Lane • Houston, Texas 77093

(713) 691-5200 • FAX (713) 691-3355

www.myrex.com



October 14, 2008

CES Environmental Services
4904 Griggs Road
Houston, TX 77021

Cert. Mail # 7007 1490 0002 5476 8068
Return Receipt Requested
And First Class Mail

CES Environmental Services
4904 Griggs Road
Houston, TX 77021

Cert. Mail # 7007 1490 0002 5476 8471
Return Receipt Requested
And First Class Mail

Re: **Project:** CES Environmental Services
Owner: CES Environmental Services
Original Contractor: CES Environmental Services
Amount Due: \$ 34,431.98 / INVOICE # 9653-01

Gentlemen:

Myrex Industries ("Myrex") has furnished specially fabricated materials and labor to the Contractor in connection with the referenced Project. Myrex is informed that the Owner of the Project is CES Environmental Services. Myrex has not been paid the Amount Due it under its contract with Contractor for the months of March 2008, in the aggregate amount of the Amount Due, \$34,431.98 as shown be the Statement of Account and/or invoices attached to this letter and herein incorporated by reference.

Please consider this a demand for payment of the Amount Due, which is an accrued obligation or is past due under the terms of Myrex's contract with the Contractor identified above.

In addition, pursuant to Texas Property Code, Section 53.159, Myrex hereby requests the Contractor, CES Environmental Services, to furnish the following information to the undersigned within a reasonable time, not later than ten (10) days following the date you receive this request:

1. State the name and last known address of the person to whom you have furnished labor or materials for the construction project; and
2. State whether you have furnished or have been furnished a payment bond for any of the work on the above-referenced construction project and, if so, the name and last known address of its surety. In addition, please furnish the undersigned with a copy of any such bond.

MYREX Industries

FABRICATORS OF COMMERCIAL & INDUSTRIAL STEEL

AISC COMPLEX STEEL STRUCTURES CERTIFIED

9119 Weedy Lane • Houston, Texas 77093

(713) 691-5200 • FAX (713) 691-3355

www.myrex.com

Page 2

Also, pursuant to Texas Property Code, Section 53.159, the Owner is required to furnish Myrex the following information within a reasonable time, but in no event later than ten (10) days following the date you receive this request.

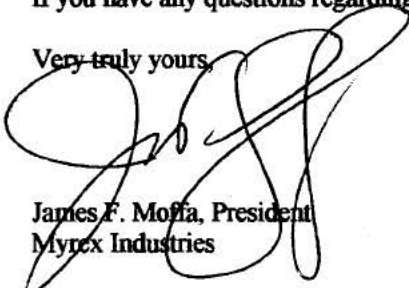
1. Furnish a description of the real property being improved on the Project, that is legally sufficient to identify it;
2. If there is no surety bond issued in connection with the referenced Project, please state that fact: _____
3. If there is a surety bond issued in connection with the referenced Project, please state the name and address of the surety and furnish us with a copy of the bond; and
4. If there are any prior recorded liens or security interests on the real property being improved on the Project, please state the name and address of each person claiming such a lien or security interest. If there are no such prior recorded liens or security interests, please state that fact to us.

The Owner may be entitled to reimbursement of its actual costs, up to \$25.00, in connection with providing this information. If the Owner incurs such costs, please notify the undersigned and you will be reimbursed for actual costs in an amount not exceeding \$25.00.

The law requires that Myrex advise (and we hereby advise you) that if the claim remains unpaid, the Owner may be personally liable and the Owner's property subjected to a lien unless the Owner withholds payments from the Original Contractor for payment of the claim or the claim is otherwise paid or settled. Our records indicate that CES Environmental, is the Owner of the property to which the improvements comprising the Project were made. If this is incorrect, please notify us immediately.

If you have any questions regarding the foregoing, please contact me. Thank you for your cooperation.

Very truly yours,



James F. Moffa, President
Myrex Industries

Enclosures

EPAHO092001506

MYREX Industries
9119 Weedy Lane • Houston, Texas 77093

CERTIFIED MAIL



7007 1490 0002 5476 8068

CES Environmental
Services
4904 Briggs Road
Houston, Texas 77021

77021+3208



MYREX Industries

FABRICATORS OF COMMERCIAL & INDUSTRIAL STEEL

AISC COMPLEX STEEL STRUCTURES CERTIFIED

9119 Weedy Lane • Houston, Texas 77093

(713) 691-5200 • FAX (713) 691-3355

www.myrex.com

SPECIALLY FABRICATED MATERIALS NOTICE AND REQUEST FOR TERMINATION/ABANDONMENT NOTICE

February 18, 2008

VIA CERTIFIED MAIL, RETURN

RECEIPT REQUESTED # 91 7108 2133 3932 7058 9072

TO: CES Environmental Services Inc.
4904 Griggs Rd.
Houston, TX 77021

RE: CES Environmental

NOTICE IS HEREBY GIVEN that Myrex Industries, on January 16, 2008, received and accepted an order from CES Environmental Services Inc., 4904 Griggs Rd. Houston, 77021 for specially fabricated items generally described as Structural steel, Joist and Deck and Miscellaneous steel, as described on the attached order for incorporation in a project known as CES Environmental of which you are the owner or reputed owner. This notice is sent in compliance with Sections 53.058 and 53.107 of the Texas Property Code. If you are not the owner of the above-referenced project, please notify the undersigned at your earliest convenience.

The price agreed upon for said items is \$ 239,840.00.

In the event of a termination of the contract between owner and the original contractor or if the original contractor abandons performance of work with respect to the project identified above, please notify Myrex Industries of such termination or abandonment at the letterhead address.

Dated this 18th day of February 2008.

MYREX INDUSTRIES

By: _____

Jim Moffa, President

EPAHO092001508

MYREX Industries

FABRICATORS OF COMMERCIAL & INDUSTRIAL STEEL

CITY OF HOUSTON CERTIFIED #367

9119 Weedy Lane • Houston, Texas 77093

(713) 691-5200 • FAX (713) 691-3355

INVOICE

Invoice Date 07-17-2008	Customer ID CESE10	Invoice ID 9653-01
Draw ID 2	Work Order	

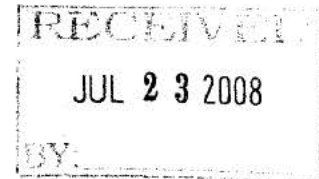
To:

CES ENVIRONMENTAL SERVICES, IN
4904 GRIGGS ROAD
HOUSTON, TX 77021

Job Location:

CES ENVIRONMENT

POSTED



ITEM	DESCRIPTION	AMOUNT
------	-------------	--------

CUSTOMER P.O.#

INVOICING FOR - SEE ATTACHED SCHEDULE OF VALUES ON THE ABOVE REFERENCED PROJECT.

209,431.98

194431.98
- 160000.00 wire
34,431.98 (balance)

Amount Billed
Total Tax

\$209,431.98

Retainage Held

DATE DUE: 08-16-2008

Amount Due

\$209,431.98

- 15,000.00 ch 10/10
194,431.98

EPAHO092001509

MYREX INDUSTRIES

FABRICATORS OF COMMERCIAL & INDUSTRIAL STEEL

CITY OF HOUSTON CERTIFIED #367

9119 Weedy Lane * Houston, TX 77093

(713) 691-5200 * Main Fax (713) 691-3355 * Sales Fax (713) 691-4646

*** CHANGE ORDER REQUEST ***

DATE: 4/21/2008

MYREX CHANGE ORDER LOG NO.: CO - 9653-01

MYREX JOB NUMBER: 9653

CUSTOMER CHANGE ORDER NO. OR RFI NUMBER: _____

PROJECT: Oil process structure.

CONTRACTOR NAME: CES Enviromental ATTN: Greg Bowman

CONTRACTOR PHONE #: 713-676-1460 CONTRACTOR FAX #: 713-676-1676

PLEASE PROCESS A CHANGE ORDER TO OUR PURCHASE ORDER FOR THE EXTRA WORK DESCRIBED BELOW:

Changes per approval drawings & revised design drawings.

In addition to the extra charges for these revisions we will need to add 2 weeks to our agreed contract delivery time. Please return a signed copy of this C.O. acknowledging your agreement to this added time and added cost.

AMOUNT: \$2,540.00

SALES TAX: \$209.55

TOTAL: \$2,749.55

BY:

BOB BOZE

MYREX INDUSTRIES

AUTHORIZED SIGNATURE: _____

NOTE!

EXTRA WORK WILL NOT BE PERFORMED UNTIL A SIGNED COPY IS RETURNED TO MYREX.

Form #003, Rev.1 - 8/5/99

EPAHO092001510

DELIVER TO

CES ENVIRONMENTAL
4904 GRIGGS RD
HOUSTON 77021

ATT: GREG BOWMAN

713-676-1460

A handwritten signature in black ink, appearing to read "Greg Bowman". The signature is stylized with a large, sweeping "G" and a long, trailing "B".

CES ENVIRONMENTAL SERVICES, INC.

CONTRACT FOR SERVICES

This Agreement by and between CES Environmental Services, Inc., a Texas corporation whose address 4904 Griggs Rd., Houston, Texas 77021, hereinafter styled as ("CES") and MYREX INDUSTRIES, hereinafter styled as ("Contractor"), collectively "Parties". This agreement becomes effective when signed by both parties ("Effective Date").

WHEREAS, CES desires complete the complete fabrication and delivery of its Oil Processing Structure including Structural Steel, Handrails, Grating, and Stairs ("Structure"). Contractor agrees to provide shop drawings for review and upon approval, to fabricate in accordance with AISC and applicable local/state/federal standards pertinent to such work. Further, Contractor will utilized material and construct all structures according to specifications and plans dated 1-8-08 and styled as Texas Gulf Coast Engineer Plans D-1352-ST-100A, 100B, 100C (101-109).

WHEREAS, Contractor is a professional company with exceptional capabilities to fabrication and deliver said Oil Processing Structure. Further, Contractor represents that it has resources sufficient to complete the fabrication and delivery of the Oil Processing Structure to CES Environmental Services, Inc. at 4904 Griggs Rd., Houston, Texas 77021 in a timely manner.

NOW, THEREFORE, in consideration of mutual promises and covenants herein set forth, the parties hereby agree as follows:

1. DESCRIPTION OF WORK

Contractor will provide materials and labor to fabricate and deliver Oil Processing Structures according to specifications and drawings dated 1-8-08 and styled as Texas Gulf Coast Engineer Plans D-1352-ST-100A, 100B, 100C (101-109). These plans are

incorporated into this agreement as Exhibit 1. Prior to fabrication, Contractor agrees to provide CES with Shop Drawings for approval.

Other than items specifically excluded, Contractor agree the scope of work and associated pricing and schedule are intended to provide CES with the Oil Processing Structures as detailed; this includes any activity and/or material necessary to fabricate and deliver the structure regardless of whether that material/activity is listed in the "included" items below.

a. Items specifically Included in scope of this agreement:

- 1) All galvanized material
- 2) Structural Steel Columns
- 3) Beams
- 4) Bracing
- 5) Stairs
- 6) Handrail
- 7) Grating with Saddle clips
- 8) Erection tension control bolts
- 9) Plastic shims for Myrex columns only
- 10) Shop and Erection drawings
- 11) Delivery to job site

b. Items specifically Excluded from the scope of this agreement:

- | | |
|---------------------------------------|---------------------------------|
| 1) Aluminum | 8) Cast iron |
| 2) Stainless | 9) Grates and frames |
| 3) Gauge Material | 10) Roof hatch |
| 4) Grout | 11) Masonry anchors |
| 5) Templates | 12) Shim Plates |
| 6) Field Measuring | 13) Double nuts on anchor bolts |
| 7) Ties and Brackets for other trades | 14) Bolts for wood |
| | 15) All testing |

- | | |
|--|---|
| 16) Rebar | 23) Items shown on Plumbing drawings |
| 17) Field painting and galvanizing | 24) Erections |
| 18) Stair nosings | 25) Window washing davits |
| 19) Paint system required by Specs | 26) Anchor bolts |
| 20) Mock Ups | 27) Engineering, Engineering seals and calculations |
| 21) Items shown on Mechanical drawings | |
| 22) Items shown on electrical drawings | |

2. CODES & STANDARDS

Codes and standards that govern Contractor efforts under this agreement include, but are not limited to:

- a. American Institute of Steel Construction (AISC)
 - 1) Specification for structural steel buildings – allowable stress design and plastic design.
 - 2) Code of standard practice for steel bridges and buildings.
 - 3) Manual of Steel Construction 9th Edition.
 - 4) Specification for structural steel Joints Using ASTM A325 or A490 Bolts.
- b. American Welding Society (AWS) Structural Welding Code, AWS D1.1
- c. ASTM Standards for Materials Specified
- d. AISI Standards for Materials Specified
- e. Steel Joist Institute Recommended Practice for Steel Joists
- f. Contractor agrees to fabricate structures in accordance with applicable restrictions/guidelines established by any/all federal/state/local governing or regulatory bodies.
- g. Contractor warrants that final delivered product will pass any/all regulatory inspections.
- h. At conclusion of project, Contractor will provide CES with “as built” drawings in hardcopy and electronic formats.

3. MATERIAL SPECIFICATIONS

All materials used in fabrication of the structure will meet or exceed the following specifications:

- a. Structural Steel;
 - 1) Wide Flanges & WT'S- ASTM A572 GR 50 or ASTM A992.
 - 2) All Other Structural Shapes & Plates ASTM A36
- b. Machine Bolts, Nuts And Washers ASTM A307
- c. Structural Pipe ASTM A53, Grade B
- d. Welding Filler Metal Per AWS D1.1: Electrode Strength 70 KSI Minimum
Tensile Strength, 58 KSI Minimum Yield Strength

4. CONNECTIONS

- a. Bolted field connections are made with High Strength Bolts with the exceptions noted in (c) below.
- b. All High Strength Bolts are $\frac{3}{4}$ " diameter unless otherwise noted.
- c. Field connections for Purlins, Girts, Ladders and Handrails Shall use $\frac{5}{8}$ " Diameter ASTM A307 bolts unless otherwise noted.
- d. Bolted connections will incorporate a minimum of two bolts unless otherwise noted.
- e. All bolt holes will be $\frac{1}{16}$ " larger than bolt diameter unless otherwise noted.,
- f. Bolts will be bearing type unless otherwise noted.
- g. Threads of high strength bolts will be excluded from the Shear Plane.
- h. Tighten High Strength Bolts in accordance with AISC "Specification For Structural Joints Using ASTM A325 Or A490 bolts"
- i. Weld all shop connections.
- j. Seal welded connections with $\frac{1}{8}$ " Fillet Welds for Glavanizing.
- k. If the size of a fillet weld is not shown on the drawings, provide the minimum Fillet Weld indicated in Table J2.4 of the AISC specification.
- l. Use Detail 1 and Schedule 1 for framed beam connections not detailed elsewhere.
- m. For Bracing connections, provide two bolt connections at each end unless otherwise noted on the drawings. Design Bracing connections for the shear

capacity of the bolts with the bracing member in tension. The centerline of the beam and column constitute the Work Point unless otherwise noted.

- n. Fabricate Gusset Plates for minimum thickness of 3/8" unless otherwise noted or detailed.
- o. Gusset Plates for vertical diagonal bracing connect to both the beam and the column unless otherwise noted or detailed.

5. GALVANIZING

- a. Galvanize all Structural steel to meet or exceed ASTM A123, A143, A153, A384, A385 AND A386 as applicable.
- b. Repair damage to galvanized surfaces with ZRC cold galvanizing compound or approved equal.

6. GRATING

- a. For grating, utilize galvanized welded steel with 1 1/4" x 3/16" serrated bearing bars at 1 3/16" spacing with transverse bars at 4" spacing unless otherwise noted.
- b. Fasten grating to structural steel with hot dip galvanized, saddle type fasteners secured with two, 1/4" stainless steel hex head screws per grating support beam per section.

7. ERECTION MARKS

Insure that all structural steel members are identified with erection marks. Ensure these erection marks are clearly discernible on finished member.

8. RELATIONSHIP

All individuals assigned by the Contractor to participate in the performance of Services hereunder are employees of the Contractor as defined by IRS rules and not an employee or agent of CES. Employees, agents or Subcontractors of the Contractor are not employees or agents of CES for any purpose whatsoever. The Contractor

represents, warrants and confirms that each of its employees used to perform the Services in support of CES' requirements is an employee of the Contractor.

Upon CES' request from time to time, the Contractor will promptly provide to CES documentation of such type as CES may require to verify that any individual assigned by the Contractor to participate in the performance of the Services is, in fact, an employee of the Contractor.

Parties are agreed that Contractor is an independent entity in the performance of this Agreement. Contractor, is free to exercise its discretion as to methods and means of performance of its services, and in no sense will any employee of Contractor be considered an employee or agent of CES, nor shall any employee of Contractor be entitled to, or eligible to participate in, any benefits, privileges or plans given or extended by CES to its employees.

9. PRICING

Pricing for the scope of work defined in this agreement is detailed on Myrex Industries proposal number 01-6286, Revision 2-4-08 (attached as Exhibit 2). This price, \$ 239,840.00, does not include sales tax or the cost to establish a performance and maintenance bond. CES will provide a tax exemption certificate to Contractor for Sales Tax. Parties agree that final pricing will incorporate the actual cost for establishing the bond.

10. PAYMENT

Parties agree that Contractor will invoice CES for 15% of the total project cost at project inception. Contractor will invoice CES for remainder of the contract price upon delivery and acceptance. CES agrees to pay Contractor undisputed amounts on a Net 15 basis.

11. SCHEDULE

Parties understand and agree that time is of the essence; therefore, the schedule of completion is a critical component of this agreement. For purposes of this agreement, parties agree that "weeks" are seven (7) calendar days and include any weekends and/or holidays.

Contractor agrees to complete delivery of all shop drawings within six (6) weeks of contract inception. CES will review and approve/return shop drawings within one (1) week of receipt. To accelerate completion of the project, Contractor agrees to forward various shop drawings to CES for review once they are complete and ready for approval. Baring Force Majeure events, Parties anticipate the drawing and approval phase to complete on or before the 7th week after the effective date of the agreement.

Contractor agrees to complete fabrication and delivery of all structures on or before the end of the 8th week after final approval of all shop drawings. In the normal course of events, steel is not ordered until all drawings are approved. The schedule contemplated herein assumes delivery of all or most material within 2 weeks of order. Parties agree to extend the schedule for delays caused by delivery of steel provided Contractor timely orders the material and makes reasonable effort to secure timely delivery. Baring Force Majeure events, Parties anticipate completion of the entire scope of work within 14 weeks of the effective date of this agreement.

To insure schedule compliance, Contractor agrees to credit CES an amount equal to .4% of the cost associated with this agreement for every day of delay beginning with the first day of the 16th week after the effective date of this agreement. Parties agree that Force Majeure events (as defined in this agreement) will extended this schedule as mutually agreed by both parties. Further, Contractor is not responsible for delays caused by CES, its agents or contractors. Delays caused by parties other than the Contractor, provided such delays cannot be reasonably foreseen and mitigated by Contractor, will extend the schedule accordingly once agreed in writing by both parties.

12. WARRANTY:

Contractor warrants the completed work against faulty materials or workmanship which appear within the period of one year from the date of completion and final acceptance of the work. This warranty for materials and workmanship excludes labor, material, erection, and engineering ("Resources") contracted or provided by CES unless Contractor is materially responsible for the failure of the resources CES provides.

13. AUDIT AND INSPECTION

Contractor agrees to maintain accurate and detailed records of all reimbursable expenditures with respect to services performed and make such records available for CES' inspection/audit at reasonable intervals and upon 24 hours notice. Contractor agrees to maintain these records for a period of two years following completion of the specified services.

Contractor agrees to cooperate fully with any reasonable request of a third-party employed by CES to insure the fabricated structure meets or exceeds requirements as detailed herein.

14. TAXES

The Contractor assumes exclusive liability for all of its employee contributions pursuant to any and all federal and state revenue acts, federal and state unemployment contribution acts, social security acts, or any amendments thereto, and by other state or federal laws or regulations requiring the payment of similar contributions or taxes.

Except for the Contractor's: (i) franchise taxes and privilege taxes on its business; (ii) taxes on real, tangible and/or personal property it owns (legally or beneficially), leases or uses in accordance with the local law; (iii) intangibles taxes; and (iv) taxes based upon the net income or gross receipts, including applicable withholding tax, CES shall be responsible for the payment of all existing sales, use, excise, value-

added, services, consumption, and all other taxes imposed by government agencies accessed against CES based upon the provision of Services as a whole or on any particular Service received by CES.

Notwithstanding the generality of the foregoing, the Contractor shall be responsible for the payment of all sales, use excise, value-added, services, consumption, and other taxes and duties payable on any goods and/or services used or consumed in providing the Services where the taxes are imposed on the acquisition or use of such goods and/or services.

15. TERM AND TERMINATION

CES may terminate this Agreement for convenience or cause upon thirty (30) days Written Notice to the Contractor. Upon receipt of such notice, the Contractor shall discontinue work on the job unless a subsequent date for termination is specified in the Company's notice to the Contractor. The Contractor shall attempt to minimize charges to the CES under this Agreement in the event of such termination and provide CES written report of findings up to the date of termination, along with copies of all pertinent work papers.

Should CES reasonably determine that particular personnel provided by Contractor are not satisfactory, Contractor will cause said personnel to immediately cease further work on the job and have said personnel removed from the job. Contractor shall thereafter coordinate with Company's Agent for the timely replacement of the terminated personnel.

16. PERSONNEL

Parties will identify key individuals to coordinate resources to expedite completion of the project in accordance with the terms and conditions of this Agreement and to minimize detrimental impact to CES ongoing operations. For purposes of this Agreement, CES' Agent is Steve Stricker.

17. INSURANCE

Contractor will provide and maintain in full force and effect during the term of this Agreement:

- Worker's Compensation insurance in such jurisdiction in which the work is to be performed with limits required by law of an employer, and employer's liability insurance with minimum limits of \$1,000,000 each accident & policy limit
- Comprehensive General Liability and Automobile Liability insurance protecting Contractor and CES against liability from damages because of injuries, including death, suffered by persons other than employees of Contractor and liability from damages to property arising from and growing out of any operation of the Contractor (including the operations of automobiles, trucks or other vehicles non-owned and hired) in connection with the performance of this Agreement; \$1,000,000 each occurrence.
- Commercial Umbrella Insurance (sits on top of GL, Auto & Employers Liability section of the WC) \$4,000,000 each occurrence (making it a total of \$5,000,000 on all lines listed above)
- Contractor agrees to list CES as an additional insured and provide a waiver of subrogation in CES' favor. A 30 day notice of cancellation or modification is also required.

Contractor agrees to provide certification of compliance (signed by authorized representative of Contractor's insurer) with above requirements prior to commencement of work.

18. BONDING REQUIREMENT

Contractor agrees to establish a performance & maintenance bond instrument in conjunction with this agreement. Such bond instrument is attached as Exhibit 3 of this agreement.

19. CONFIDENTIALITY

Contractor will not (i) publish or make known to others any information which is proprietary or confidential to CES which is obtained by Contractor in connection with or as a result of its work hereunder and which is not in the public domain; or (ii) use such information except in connection with services to be provided under this Agreement. CES will not publish or make known to others any information provided or used by Contractor which is proprietary or confidential to Contractor and is not generated directly as a result of work performed by Contractor on behalf of CES. This obligation of nondisclosure and nonuse shall survive the termination of this Contract.

20. NOTICE

All notices, requests, demands, and other communication hereunder shall be in writing and shall be deemed to have been duly given if sent by certified mail, return receipt requested to:

MYREX INDUSTRIES
9119 Weedy Lane
Houston, Texas 77093
Attn: Bob Boze

CES ENVIRONMENTAL SERVICES, INC.
4904 Griggs Road
Houston, TX 77021
Attn: Greg Bowman

21. PROFESSIONAL RESPONSIBILITY

Contractor hereby represents and warrants all work shall be performed in a good and workmanlike manner and in compliance with generally accepted standards of its profession. Contractor represents by the acceptance of this Agreement that it has

sufficient expertise and personnel to perform the work assigned to it in a professional and timely manner.

22. INDEMNITY

- Each party shall indemnify and hold the other party and each of its directors, officers, employees and agents free and harmless from all claims, liabilities, losses, demands, causes of action, suits and expenses (including attorney's fees) on account of any bodily injury, death or damage or destruction to property in any way, occurring incident to, arising out of, or in connection with its negligent actions or willful misconduct in the course of performance of this Agreement.
- Contractor shall indemnify, defend and hold CES harmless from all claims against CES, its officers, directors, employees, representatives or legal agents, or settlement of such claims, for all damages, cost, expenses, liabilities and losses (including reasonable attorney's fees and expenses) (collectively, "Damages") that the Services, Software, or Deliverables provided by Contractor infringes any registered copyright, trademark, patent, service mark, trade name, or misappropriation of a trade secret (as the terms "misappropriation" and "trade secret" are defined under the Uniform Trade Secrets Act), recognized under U.S. laws or international convention(s) (Berne Convention, Paris Convention, Universal Copyright Convention, Patent Cooperation Treaty) ("Intellectual Property") asserted against CES by a third party based upon CES's use of the Services, Software or Deliverables while in compliance with this Agreement; provided that, in each case, Contractor shall have: (x) received from CES prompt written notice of said claim within thirty (30) days of the assertion thereof; (y) received from CES the exclusive right to control and direct the investigation, defense and settlement of such claims; and (z) receive the cooperation and assistance of CES at Contractor's expense in said investigation, defense and/or settlement.

- The Contractor warrants that all of its activities on behalf of CES will meet or exceed all local, regional, national and international, environmental regulations regarding reduction and disposal of waste and or hazardous waste, and will indemnify and hold harmless CES against any failure to do so.

23. LIMITATION OF LIABILITY

NEITHER PARTY, NOR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, OR OTHER REPRESENTATIVES OR AGENTS, SHALL BE LIABLE FOR ANY LOSS OF PROFITS, REVENUE, ANTICIPATED REVENUE, DATA, USE, GOODWILL OR OTHER INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES SUFFERED BY THE OTHER PARTY OR OTHERS AS A RESULT OF PERFORMANCE OR NON-PERFORMANCE UNDER THIS AGREEMENT, OR ARISING OUT OF OR IN RELATION TO THIS AGREEMENT (INCLUDING ANY SOWS), WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES WAS DISCLOSED OR COULD HAVE BEEN REASONABLY FORESEEN. EACH PARTY'S LIABILITY TO THE OTHER PARTY FOR DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT (INCLUDING STATEMENTS OF WORK) SHALL BE LIMITED TO DIRECT DAMAGES, AND SHALL NOT EXCEED THE AMOUNT WHICH HAS BEEN PAID TO SUPPLIER BY CES FOR SERVICES PROVIDED AND/OR PRODUCTS PURCHASED UNDER THIS AGREEMENT AND/OR RELEVANT SOWS DURING THE TWELVE (12) MONTHS IMMEDIATELY PRIOR TO THE MONTH IN WHICH ANY ONE EVENT, ACT, OR OMISSION GIVING RISE TO LIABILITY OCCURRED; PROVIDED THAT IF ALL SUCH EVENTS, ACTS, OR OMISSIONS GIVING RISE TO LIABILITY OR LIABILITIES OCCURS DURING THE TWELVE (12) MONTHS AFTER THE EFFECTIVE DATE, LIABILITY SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE TOTAL CHARGES THAT WOULD BE PAYABLE BY CES FOR THE SERVICES DURING SUCH TWELVE (12) MONTH PERIOD. THIS LIMITATION OF LIABILITY APPLIES REGARDLESS OF WHETHER LIABILITY IS BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT

LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE OF THIS AGREEMENT OR OTHERWISE, OR ANY OTHER LEGAL THEORY. NOTWITHSTANDING THE FOREGOING, SUPPLIER'S LIABILITY FOR CLAIMS OF INFRINGEMENT OF PATENTS, COPYRIGHTS, TRADEMARKS, SERVICE MARKS, TRADE NAMES AND/OR MISAPPROPRIATION OF TRADE SECRETS AND CLAIMS RESULTING FROM PERSONAL BODILY INJURY, INCLUDING DEATH, OR DAMAGE TO OR DESTRUCTION OF REAL PROPERTY AND TANGIBLE PERSONAL PROPERTY RESULTING FROM SUPPLIER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT SHALL NOT BE LIMITED..

24. ASSIGNMENT

The Contractor shall not assign this Agreement nor sublet any of the work to be performed hereunder without the express written consent of CES, and any such assignment or subletting shall not relieve the Contractor from responsibility for the performance of the work hereunder in accordance with the terms hereof nor from its responsibility for the performance of any other of its obligations hereunder.

25. NONWAIVER

The failure of one party to insist upon or enforce, in any instance, strict performance by the other party of any of the terms of this Agreement or to exercise any rights herein conferred shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon such terms or rights on any future occasion.

26. MAJEURE

No failure, delay, or default in performance of any obligation of a party to this Agreement shall constitute a material breach of this Agreement, to the extent that such failure, delay or default is attributable to act or omission beyond the control and without the fault or negligence of such party. Such causes include, by way of illustration and not limitation, action or inaction of a governmental agency; civil or military authority; fire;

flood; war; acts of terrorism; riot; earthquake and other like or similar natural disaster ("Force Majeure Event").

- The party affected by such Force Majeure Event shall have taken or shall take all reasonable actions to prevent and/or minimize the consequences of any such Force Majeure Event, and perform its obligations and responsibilities to the fullest extent possible during such Force Majeure Event. Failure to exercise appropriate and prudent action to prevent or minimize the impact of such Force Majeure Event shall be reason to deny relief to the party seeking protection under the provisions of this Section.
- A party desiring to rely upon any of the foregoing as an excuse for failure, delay or default in performance shall give to the other party prompt written notice of the facts which constitute such Force Majeure Event. Such notice shall include information regarding: (i) when the Force Majeure Event arose; (ii) what actions were taken to prevent and/or minimize the impact of such Force Majeure Event; (iii) when such Force Majeure Event is expected to cease; (iv) and when performance of its obligations hereunder will resume.
- All payments or other obligations of CES to Contractor shall be suspended during any Force Majeure Event.
- The unaffected party of any Force Majeure Event may engage alternate sources of supply at the affected party's expense if such Force Majeure Event continues for a period in excess of fifteen (15) days.
- The party who is not seeking protection under this Article, may terminate this Agreement without penalty, after a total of 30 calendar days has elapsed from the date of the notice of the Force Majeure Event, if complete performance has not resumed.

27. LITIGATION COSTS

In the event of any legal proceedings to interpret or enforce the provisions of this Agreement, the prevailing party in such proceedings shall be entitled to recover its reasonable attorney's fees and costs incurred therein.

28. MODIFICATION

No waiver, alteration, consent or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the party to be bound.

29. CONTROLLING LAW AND JURISDICTION

This Agreement and the construction, interpretation and enforcement hereof shall be construed in accordance with and governed by the laws of the State of Texas, and shall be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective successors and any permitted assigns. Any action seeking to interpret, construe or enforce the terms of this Agreement or any Written Notice hereunder shall be brought in a court of competent jurisdiction in Harris County, Texas.

30. COMPLETE AGREEMENT


This Agreement, except as modified by the written agreement of the parties, constitutes the entire Agreement between the COMPANY and the Contractor pertaining to its subject matter and supersedes all prior and contemporaneous negotiations, agreements, and understandings of either or both parties in connection herewith.

31. SEVERABILITY

In the event any provision hereof shall be judicially determined by a court of competent jurisdiction to be invalid or in any way prohibited by law, as such provision is stated herein, the parties agree that, to the extent possible, such provision may be construed by the court in a manner to be enforceable with any limitations required by law. In the event a provision is construed to be unenforceable, such invalid portion shall be

ineffective only to the extent of such prohibition, and the remaining portions of this Agreement shall continue in full force and effect and shall be binding on the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, or have caused it to be duly executed on their behalf, the day and year first above written.

 2/4/07

CES representative: Greg Bowman,
Vice President, Sales, Finance & Administration

 2/4/07
MYREX INDUSTRIES

Exhibit 1

**(Drawings dated 1-8-08 and styled as Texas Gulf Coast Engineer Plans
D-1352-ST-100A, 100B, 100C (101-109))**

Exhibit 2

Myrex Industries Proposal No: 01-6286 (revision 2-4-8)

ATTACHED:

MYREX PROPOSAL 01-6286

SHEETS 1,2+3

REVISED 2-4-08

Scope Proposal

MYREX INDUSTRIES

9119 Weedy Lane
Houston, TX 77093
Phone: (713) 691-5200

Proposal No.:

Revised 2-4-08

01-6286

Sheet No. 1 of 3

Date:

1/14/2008

Bid Date:

1/14/2008

Fax: (713) 691-4646

Proposal Submitted To:

CES Environmental Services inc.

Attention:

Steve Stricker

Drawing No(s): See Page 1 of 3

Address:

Engineer:

City:

Project:

Oil Processing Structure

State:

Location:

Pasadena Texas

Zip:

Specs:

On drawings

Tel: 713-676-1460

Addendums:

None

Fax: 713-676-1676

Qualifications:

MYREX is an AISC certified fabricator for conventional steel building structure and complex steel structure.

We hereby propose to **furnish** all the materials for the above referenced project as listed below:

INCLUSIONS:

1. All material to be galvanized.
2. Structural Steel Columns
3. Beams
4. Bracing. (With connection as shown on sheet 3 of 3 attached)
5. Stairs
6. Handrail.
7. Grating with saddle clips, & banding as shown on design drawings.
8. Erection tension control bolts
9. Plastic shims for Myrex columns only
10. Shop & Erection Drawings
11. Delivered to Jobsite
12. Piece marks on steel to be on stenciled tags welded to each member

Drawings: Dated 1-8-08 Noted Issued for construction. D-1352-ST-100A, 100B, 100C, 101 thru 109.

NOTE:

**ALL MATERIAL MAY BE OF NON-DOMESTIC ORIGIN U. N. O.
OUR PROPOSAL & DELIVERY SCHEDULE IS BASED ON CURRENT
MATERIAL PRICES & AVAILABILITY.**

Schedule; Approval draings in 4 to 6 weeks
Delivery 6 to 8 weeks after approval.

MYREX INDUSTRIES
9119 Weedy Lane
Houston, TX 77093

Oil Processing Structure

Proposal No.:
Date:

01-6286
1/14/2008
Sheet No. 2 of 3

EXCLUSIONS:

We exclude any responsibility for engineering, engineering seals, and calculations

1. Aluminum	21. Items shown on Mechanical drawings	41.
2. Stainless	22. Items shown on Electrical drawings	42.
3. Gauge material	23. Items shown on Plumbing drawings	43.
4. Grout	24. Erection	44.
5. Templates	25. Window washing davits	45.
6. Field measuring	26. Anchor bolts	46.
7. Ties & brackets for other trades	27.	47.
8. Cast iron	28.	48.
9. Grates and frames	29.	49.
10. Roof hatch	30.	50.
11. Masonry anchors	31.	51.
12. Shim plates	32.	52.
13. Double nuts on anchor bolts	33.	53.
14. Bolts for wood	34.	54.
15. All testing	35.	55.
16. Rebar	36.	56.
17. Field painting and galvanizing	37.	57.
18. Stair nosings	38.	58.
19. Paint system required by spec's	39.	59.
20. Mock ups	40.	60.

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of:

Total **\$239,840.00**
Taxes 8.25% **\$19,786.80**

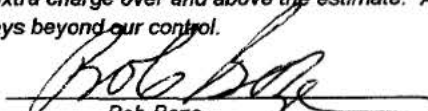
Grand total **\$259,626.80**

Alternate: Provide Performance bond. Add 2.5% to contract.

Qualifications:

TERMS OF PAYMENT: Net amount of Invoice due in full within 30 days of Invoice Date.
NO BOND! NO RETAINAGE! NO LIQUIDATED DAMAGES! NO SUBCONTRACTS!

Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control.


Bob Boze
Direct Line (832)-476-4833

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 30 DAYS.

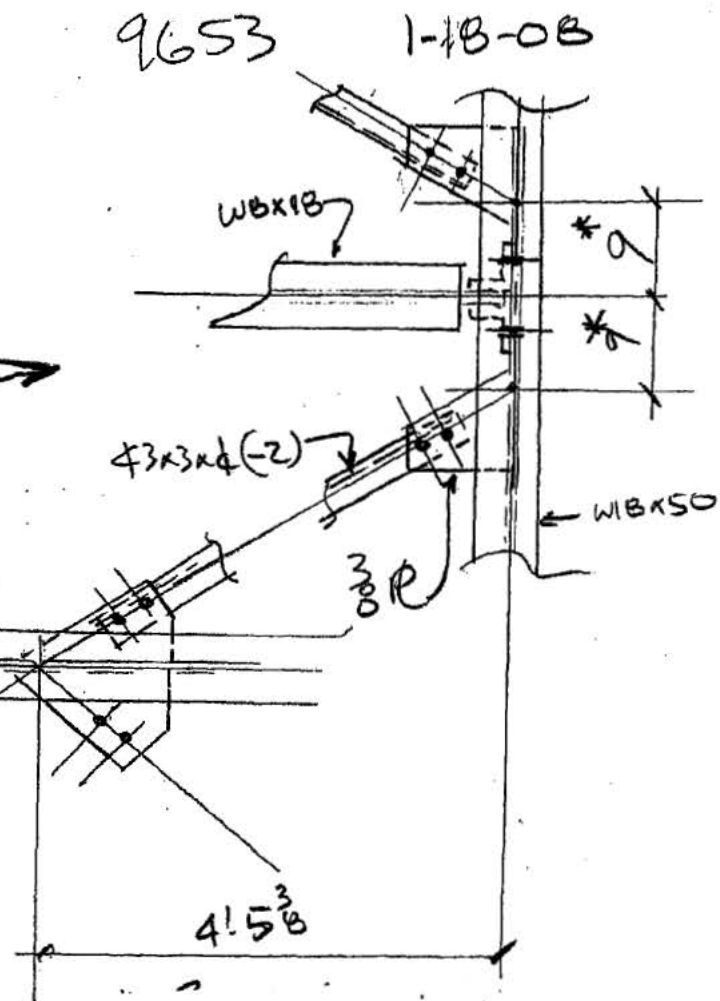
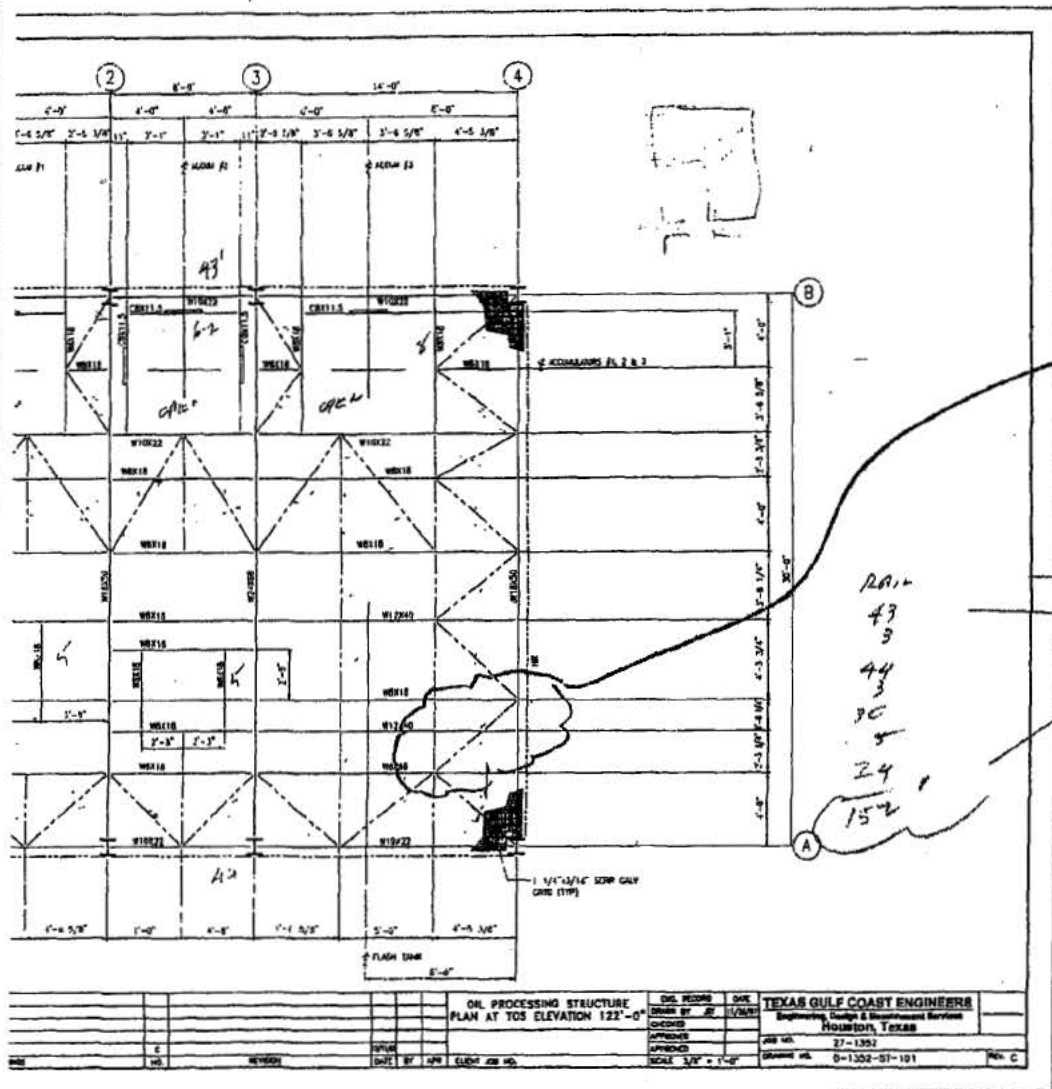
ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above with no retainage and no bond.

AUTHORIZED SIGNATURE:

ACCEPTED DATE

EPAHO092001532



MYREX

PROPOSAL 01-6286

SHY. 301-3

Exhibit 3

STATE OF TEXAS §

Contract Date _____

HARRIS COUNTY §

Date Bond Executed _____

PERFORMANCE AND MAINTENANCE BOND

Principal _____

Surety _____

Owner: CES Environmental Services, Inc.

Penal Sum of Bond (\$ 239,840.00) lawful money of the United States, being 100% of the Contract Price.

Contract for CES Environmental Services, Inc. to provide materials and labor to fabricate and deliver Oil Processing Structures according to specifications and drawings dated 12-11-07 and styled as Texas Gulf Coast Engineer Plans D-1352-ST-100A, 100B, 100C (101-109).

KNOW ALL PERSONS BY THESE PRESENTS, that we, Principal & Surety above named, are held and firmly bound unto OWNER, its successors and assigns, in penal sum of the amount stated above for the payment of which sum well and truly will be made, we bind ourselves and our respective heirs, executors, administrators, officers, directors, shareholders, partners, successors, and assigns, jointly and severally, firmly by these presents:

WHEREAS, Principal entered into that certain Contract with OWNER, dated the same date as this bond, to which Contract reference is made herein.

Now, therefore, for valuable consideration, the receipt whereof is hereby acknowledged by the Surety, the Surety hereby irrevocably undertakes to, whenever Principle shall be declared by Owner to be in default under the Contract, without any objection, opposition or recourse, promptly pay the Owner the amount required by the Owner to remedy the default and complete the Contract in accordance with its terms and conditions, any amount up to a total not exceeding the amount of the Bond, or remedy the default and complete the contract in accordance with its terms and conditions.

The Surety shall not be liable for a greater sum than the specified penalty of the Bond.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH, that if Owner notifies Surety in writing that the Principal has well and truly performed and fulfill all the undertakings, covenants, terms, conditions, and agreements of the Contract during the original term of the Contract and any extensions thereof that may be granted by OWNER, with or without notice to Surety, and during the life of any guaranty or warranty required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of and all duly authorized modifications of the Contract that may hereafter be made, notice of which modifications to Surety being hereby waived, then this obligation to be void; otherwise to remain in full force and effect.

This Bond shall be enforceable without the need to have recourse to any judicial or arbitral proceedings.

The Bond parties have executed this instrument pursuant to authority of their respective governing body, to be effective on the Contract.

ATTEST

Principal

By _____

Name _____

Title _____

Address _____

By _____

Name _____

Title _____

(SEAL)

ATTEST

Surety

By _____

Name _____

Title _____

Physical Address _____

By _____

Name _____

Title _____

(SEAL)

Mailing Address _____

Telephone _____

LOCAL RECORDING AGENT PERSONAL IDENTIFICATION
NUMBER _____

The name and address of the Resident Agent of Surety is:

Surety must attach its original power of attorney to the Bond.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the secretary of the corporation
named as Principal in the Bond; that _____, who
signed the bond on behalf of Principal, was then _____
of the corporation; that I know his or her signature, and his or her signature is genuine;
and that the bond was duly signed for and on behalf of the corporation by authority of its
governing body.

_____ (Corporate Seal)

ATTACH POWER OF ATTORNEY
(to Performance & Maintenance Bond)

BOX # 93

TYPE OF DOCUMENTS: _____

DOCUMENTS OF INTEREST:

- multiple files of various customers for non haz types of liquid waste
- NASH + Caustic plans (2008)
- Bank of ~~the~~ America loan appl. showing matt Bowman net worth (2007).
- Contact list for CES (3-ring binder)
- Contract between CES + Qatar company for caustic.
- Ras Gas Contract.

VIOLATIONS SUPPORTED: DOT RCRA SDWA OSHA

BOX SEARCHED BY: Skuff

DATE SEARCHED: 8/25/09

1 of 1

Personal Profile

You may apply for credit in your name alone, regardless of marital status. Check your marital status below only if (a) you live in a community property state, or (b) this is a joint application. You must answer the questions about your spouse only if you're married and (a) you live in a community property state, or (b) this is a joint application with your spouse.

If you're married and live in a community property state, the lender will assume that all assets, income and debts are community property, unless you indicate otherwise.

CHECK ONE OF THE FOLLOWING: ☒ MARRIED ☐ UNMARRIED ☐ SEPARATED

NAME Matthew Lawrence Bowman	DATE OF BIRTH (b) (6)	SOCIAL SECURITY NUMBER (b) (6)
STREET ADDRESS (b) (6)	CITY (b) (6)	STATE (b) (6)
HOW LONG AT THIS ADDRESS MO 1 YR 4 <input checked="" type="checkbox"/> OWN <input type="checkbox"/> RENT <input type="checkbox"/> OTHER	HOME PHONE (b) (6)	
EMPLOYED BY CES Environmental Services, Inc.	HOW LONG MO 8 YR 9	OCCUPATION Owner/President
EMPLOYER ADDRESS 4904 Griggs Rd.	CITY Houston	STATE TX
SPOUSE'S NAME Melissa Teltschik Bowman	DATE OF BIRTH (b) (6)	SOCIAL SECURITY NUMBER (b) (6)
EMPLOYED BY n/a	HOW LONG MO YR	OCCUPATION homemaker
EMPLOYER ADDRESS	CITY	STATE
TOTAL NUMBER OF DEPENDENTS 2	AGES OF DEPENDENTS 5 yrs, 2 yrs	

Financial Information as of 12 MONTH 19 DAY 2007 YEAR

Assets (List and describe all assets)	Market Value	Liabilities (List creditor names)	Balance Owed	Monthly Payment
CHECKING - Name of Financial Institution Bank of America - 942	\$ 24,254	List credit cards, open lines of credit and other liabilities (including alimony and child support). Also list loans with assets used as security		
SAVINGS - Name of Financial Institution Bank of America - 787	98,189	CREDIT CARDS/LINES OF CREDIT (Please itemize) USAA Mastercard	\$ 0	\$ 0
Bank of America - 790	99,208	USBank Visa	0	0
ACCOUNTS/NOTES RECEIVABLE (Please itemize) see attachment - Loans to CES Environmental	707,412	Chase Mastercard	0	0
MARKETABLE SECURITIES (from Schedule A on reverse) n/a		Bank of America Visa	0	0
BUSINESSES OWNED (from Schedule B on reverse) CES Environmental Services, Inc.		REAL ESTATE LOANS (from Schedule C on reverse) (b) (6)	330,867	3,166
REAL ESTATE (from Schedule C on reverse) (b) (6)	\$25,000	MONTHLY RENT PAYMENT		
RETIREMENT ACCOUNTS (Vested Interest) IRA - Melissa	58,650	OTHER OBLIGATIONS (Please itemize) 2007 Chevy Suburban	27,700	1,385
OTHER ASSETS (Please itemize) 2007 Chevrolet Silverado	35,000	2006 Hummer H2	29,600	1,283
TOTAL ASSETS	\$ 1,547,713	TOTAL LIABILITIES/PAYMENTS	388,167	
		NET WORTH (Total Assets MINUS Total Liabilities)	\$ 1,159,546	
		TOTAL (Total Liabilities PLUS Net Worth)	\$ 1,547,713	

Annual Income	Annual Expenditures
Income Sources: Income from alimony, child support or separate maintenance does not have to be stated unless you want it considered	REAL ESTATE PAYMENT(S) (b) (6)
YOUR GROSS ANNUAL SALARY approximate \$ 700,000	RENT/LEASE PAYMENT(S) \$ 0
YOUR SPOUSE'S GROSS ANNUAL SALARY \$ 0	INCOME TAXES approximate \$ 120,000
GROSS ANNUAL RENTAL INCOME \$ 0	INSURANCE PREMIUMS (All types) home, auto, flood \$ 7,037
OTHER INCOME (Please itemize) \$	PROPERTY TAXES county, school, MUD \$ 11,898
\$	ALIMONY, CHILD SUPPORT OR SEPARATE MAINTENANCE \$ 0
\$	OTHER (Include installment payments other than real estate) \$
\$	1 \$
\$	2 \$
TOTAL \$ 700,000	3 \$
Is any of this income likely to be reduced or interrupted within the next year? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, how long will the interruption last? Describe:	TOTAL EXPENDITURES \$ 176,927
	Do you have loans/obligations in any other individual or business name? <input type="checkbox"/> YES, describe <input checked="" type="checkbox"/> NO
	1
	2
	TOTAL \$

*OWNERSHIP TYPE: JT = JOINT TENANCY TC = TENANTS IN COMMON CP = COMMUNITY PROPERTY SP = SEPARATE PROPERTY

Schedule A—Marketable Securities (Attach Supplemental Schedule if necessary)

No. of Shares Amount of Bonds	Description	Exchange Listed	Name(s) of Owner(s)	Ownership Type*	Current Market on Listed or Estimated Value on Unlisted	Purchased on Margin or Pledged

Attach copy of brokerage statement to application.

Schedule B—Business(es) Owned (Attach Supplemental Schedule if necessary)

No. of Shares	Description	Name(s) of Owner(s)	Ownership Type*	Percentage Ownership	Current Value
1900	CES Environmental Services, Inc.	Matthew L. Bowman	CP	95	

Schedule C—Real Estate (Attach Supplemental Schedule if necessary)

Property Address and Type of Improvement	Purchase Date	Name(s) of Owner(s)	Ownership Type*	Net Annual Rental Income	Estimated Value	Amount Owing	To Whom Payable/ Monthly Payment
(b) (6)	11 / 7 / 2003	Matthew L. Bowman	CP	0	\$25,000	\$30,867	Bank of America

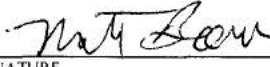
General Information on Applicant and Spouse (Provide full details on any "yes" answers to questions 2-6; attach separate sheet if necessary)

1. Are your principal cash deposits held jointly with another person?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If yes, with whom? _____
2. Are any assets encumbered or debts secured except as indicated?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
3. Are there any suits or unpaid judgments now pending against you?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
4. Have you ever voluntarily surrendered or had a vehicle, or any other item repossessed?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
5. Have you or your spouse ever been the subject of bankruptcy proceedings?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
6. Have you ever applied for or obtained credit under another name?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If yes, under what name? _____
7. Are you a U.S. citizen?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	If no, please give country of citizenship and visa status _____
8. Are any assets held in a trust?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

LIFE INSURANCE \$ 3,350,000	NAME OF INSURED Matthew Lawrence Bowman	NAME OF COMPANY Northwestern Mutual
BENEFICIARY'S NAME Melissa Teltschik Bowman	ADDRESS (b) (6)	RELATIONSHIP spouse
LIFE INSURANCE \$ 1,000,000	NAME OF INSURED Matthew Lawrence Bowman	NAME OF COMPANY USAA Life Insurance Co
BENEFICIARY'S NAME Melissa Teltschik Bowman	ADDRESS (b) (6)	RELATIONSHIP spouse

Your Signature

By signing below, you certify that the statements above and on any attachment(s) are true and complete as of the date given below. You authorize the Bank to verify or check any of the information given, check your credit references, verify employment and obtain credit reports (including your spouse, if you are married and living in a community property state) You also authorize the Bank to provide credit information about you and your accounts to others.

	12 19 07
SIGNATURE	DATE
SIGNATURE	DATE

EPAHO093000003

Application and Agreement for Standby Letter of Credit
TO: Bank of America, N.A. ("Bank of America")

For Bank of America Use Only
L/C No.

A. Application.

I CES Environmental Services, Inc. ("Applicant") requests Bank of America to issue an irrevocable standby letter of credit ("Letter of Credit") as follows:

☐ Full text teletransmission ☐ Airmail with brief preliminary teletransmission advice ☐ Airmail ☐ Courier

2. Applicant Address: 3. For Account of (Name and address, if different from Applicant):

4904 Griggs Rd
Houston, TX
77346

4. Advising Bank: 5. In favor of (Beneficiary Name and Address):

Ministry of Environment and Spatial Planning,
Republic of Kosovo

6. Amount: Eleven Thousand and no/100 (\$11,000.00)
(in words and figures)

Currency Euro
(if left blank, U.S. Dollars)

Expiration Date. Drafts to be drawn on and presented at Bank of America's Address set forth in the Letter of Credit on or before: 11/01/2008

☐ If this box is marked, Applicant authorizes Bank of America to effect payment of any sums due under this Application and Agreement by means of debiting Applicant's account with Bank of America set forth below. This authorization does not effect the obligation of Applicant to pay such sums when due, if there are insufficient funds in such account to make such payment when due, or if Bank of America fails to debit the account, and this authorization does not affect any setoff rights of Bank of America at law or in equity.
Applicant's account number _____
with Bank of America _____

7. Available by drafts drawn at sight on Bank of America when accompanied by the following documentation:
a. The original Letter of Credit.
b. The signed statement of the Beneficiary worded as follows (state wording that is to appear in the statement accompanying the draft; specify if such wording must be exact):

CES Environmental Services, Inc. has defaulted on tender for Procurement No.: 210/08/031/214

8. Special Instructions:

B. Agreement.

In consideration of Bank of America's issuing the Letter of Credit at the request of Applicant, Applicant agrees to the following:

1. Applicant Payments.

(a) Applicant shall pay Bank of America, on demand, all amounts paid by Bank of America under or in respect of the Letter of Credit.

(b) On each fee payment date, so long as any undrawn amount of the Letter of Credit remains available, Applicant shall pay Bank of America a Letter of Credit fee. The fee payment date(s) shall be the date(s) as Applicant and Bank of America may agree, or in the absence of such agreement, the fee payment date shall be the date on which Bank of America issues the Letter of Credit. The fee shall be at such rate per annum as Applicant and Bank of America may agree or, in the absence of such agreement, at the rate customarily charged by Bank of America at the time such fee is payable, based upon Applicant's creditworthiness, as determined by Bank of America in its sole discretion. The applicable Letter of Credit fee shall be calculated and payable on the undrawn amount of the Letter of Credit as of each fee payment date, and shall be for the period commencing on such fee payment date and ending on the day preceding the next fee payment date (or the expiration date of the Letter of Credit, as the case may be), both dates inclusive. The Letter of Credit fee will be computed on the basis of a 360-day year and actual days elapsed. Bank of America shall not be required to refund any portion of the Letter of Credit fee paid for any period during which (a) the Letter of Credit expires or otherwise terminates or (b) the undrawn amount of the Letter of Credit is reduced by drawings or by amendment.

(c) Applicant shall pay Bank of America, on demand, commissions and fees for amendments to, payments under, extensions of or cancellation of the Letter of Credit, and other services in the amounts Applicant and Bank of America may agree or, in the absence of such agreement, in the amounts customarily charged by Bank of America on the date of Bank of America's demand.

(d) All payments and deposits of any kind by Applicant under this Application and Agreement, including prepayments, shall be made at the banking center or office Bank of America may designate from time to time. Bank of America shall have no obligation to pay Applicant interest on any such payment, prepayment or deposit made by Applicant under this Application and Agreement.

(e) (i) All payments and deposits by Applicant under this Application and Agreement shall be in the currency in which the Letter of Credit is payable, except that Bank of America may, at its option, require payments and deposits by Applicant under this Application and Agreement to be made in U.S. Dollars if the Letter of Credit is payable in a foreign currency.

(ii) The amount of each payment and each deposit by Applicant under this Application and Agreement in U.S. Dollars for a Letter of Credit payable in a foreign currency shall be determined by converting the relevant amount to U.S. Dollars at the Conversion Rate in effect:

(A) with respect to each payment under Section 1(a) of this Agreement, on the date the payment is made by Bank of America under or in respect of the Letter of Credit; and

(B) with respect to each payment not falling under the preceding clause (A) and each deposit, on the date of Bank of America's demand for such payment or deposit.

(iii) If a U.S. Dollar deposit by Applicant under this Application and Agreement for a Letter of Credit payable in a foreign currency becomes less than the U.S. Dollar equivalent of the undrawn amount of the Letter of Credit because of any variation in rates of exchange, Applicant shall deposit with Bank of America, on demand, additional amounts in U.S. Dollars so that the total amount deposited by Applicant under this Application and Agreement is not less than the U.S. Dollar equivalent of the undrawn amount of the Letter of Credit, determined by using the Conversion Rate on the date of Bank of America's latest demand.

(iv) "Conversion Rate" means the rate quoted by Bank of America for the purchase from Bank of America of the relevant foreign currency with U.S. Dollars.

(f) Applicant shall reimburse or compensate Bank of America, on demand, for all costs incurred, losses suffered and payments made by Bank of America which are applied or allocated by Bank of America to the Letter of Credit (as determined by Bank of America) by reason of any and all present or future reserve, capital, deposit, assessment or similar requirements against (or against any class of or change in or in the amount of) assets or liabilities of, or commitments or extensions of credit by, Bank of America.

(g) Applicant shall pay interest, on demand, on any amount not paid when due under this Application and Agreement from the due date until payment in full at a rate per annum equal to the rate of interest publicly announced from time to time by Bank of America as its prime rate, plus three percentage points (not to exceed the maximum rate permitted by applicable law). The prime rate is set by Bank of America based on various factors, including Bank of America's costs and desired return, general economic conditions and other factors, and is used as a reference point for pricing some credits. Bank of America may price credit at, above or below the prime rate. Any change in Bank of America's prime rate shall take effect at the opening of business on the day specified in Bank of America's public announcement of a change in Bank of America's prime rate. Interest will be computed on the basis of a 360-day year and actual days elapsed.

2. Deposit Events. Upon the occurrence of any of the following events, Applicant shall deposit with Bank of America, on demand (except that such demand shall not be required in the event of an occurrence described in (h) below) and as cash security for Applicant's obligations to Bank of America under this Application and Agreement, an amount equal to the undrawn amount of the Letter of Credit:

(a) Applicant defaults under any provision of this Application and Agreement.

(b) Any bankruptcy or similar proceeding is commenced with respect to Applicant;

(c) Any default occurs under any other agreement involving the borrowing of money or the extension of credit under which Applicant may be obligated as borrower, installment purchaser or guarantor, if such default consists of the failure to pay any indebtedness when due or if such default permits or causes the acceleration of any indebtedness or the termination of any commitment to lend or to extend credit;

(d) Applicant or any of its affiliates defaults on any other obligation to Bank of America;

(e) In the opinion of Bank of America, any material adverse change occurs in Applicant's business, operations, financial condition or ability to perform its obligations under this Application and Agreement;

(f) Any guarantee of Applicant's obligations under this Application and Agreement terminates, is revoked or its validity is contested by the guarantor, or any of the events set forth in (b) through (e) above occur with respect to the guarantor rather than the Applicant; or

(g) Any court order, injunction or other legal process is issued restraining or seeking to restrain drawing or payment under the Letter of Credit.

3. Charge to Accounts. If Bank of America is unable to debit the account, if any, specified on the Application, Applicant authorizes Bank of America to charge any of Applicant's accounts with Bank of America, or any affiliate of Bank of America, for all amounts then due and payable to Bank of America under this Application and Agreement.

4. Indemnities.

(a) Applicant will indemnify and hold Bank of America (such term to include for purposes of this Section 4 affiliates of Bank of America and its affiliates' officers, directors, employees and agents) harmless from and against (i) all loss or damage arising out of the issuance by Bank of America, or any other action taken by any such indemnified party in connection with the Letter of Credit including any loss or damage arising in whole or in part from the negligence of the party seeking indemnification, but excluding any loss or damage resulting from the gross negligence or willful misconduct of the party seeking indemnification, and (ii) all costs and expenses (including reasonable attorneys' fees and allocated costs of in-house counsel and legal expenses) of all claims or legal proceedings arising out of the issuance by Bank of America of the Letter of Credit or incident to the collection of amounts owed by Applicant hereunder or the enforcement of the rights of Bank of America hereunder, including, without limitation, legal proceedings related to any court order, injunction, or other process or decree restraining or seeking to restrain Bank of America from paying any amount under the Letter of Credit. Additionally, Applicant will indemnify and hold Bank of America harmless from and against all claims, losses, damages, suits, costs or expenses (including reasonable attorneys' fees and allocated costs of in-house

counsel, and legal expenses) arising out of Applicant's failure to timely procure license comply with applicable laws, regulations or rules, or any other conduct or failure of Applicant relating to or affecting the Letter of Credit.

(b) If any award, judgment or order is given or made for the payment of any amount due under this Application and Agreement and such award, judgment or order is expressed in a currency other than the currency required under this Application and Agreement, Applicant shall indemnify Bank of America against and hold Bank of America harmless from all loss and damage incurred by Bank of America as a result of any variation in rate of exchange between the date of such award, judgment or order and the date of payment (in the case of partial payments, the date of each partial payment thereof) in the required currency.

(c) Each of these indemnities shall constitute an obligation separate and independent from the other obligations contained in this Application and Agreement, shall give rise to a separate and independent cause of action, shall apply irrespective of any indulgence granted by Bank of America from time to time, and shall continue in full force and effect notwithstanding any award, judgment or order for a liquidated sum in respect of an amount due under this Application and Agreement.

5. Governing Law and Rules.

(a) The Letter of Credit will be subject to and governed by the most current version in effect on the date the Letter of Credit is issued, of the International Chamber of Commerce publication "International Standby Practices", except as Applicant may otherwise instruct the Application and as Bank of America may otherwise agree within the text of the Letter of Credit as issued. The Letter of Credit will also be subject to, and this Application and Agreement will be governed by, the laws of the state in the United States where Bank of America issues the Letter of Credit; provided, however, that, with respect to the Letter of Credit, Bank of America may agree, on Applicant's request, to specify in the Letter of Credit, a different state's laws as the governing law. In any event, each choice of law shall be without reference to the chosen state's provisions regarding conflicts of laws.

(b) Applicant and Bank of America agree, to the extent permitted under applicable law, to waive any right to a trial by jury in any action or proceeding with respect to any dispute or controversy under this Application and Agreement and hereby agree that such action or proceeding will be tried before a judge without a jury.

6. Applicant Status. The word "Applicant" in this Application and Agreement refers to each signer (other than Bank of America) of this Application and Agreement. If this Application and Agreement is signed by more than one Applicant, their obligations under this Application and Agreement shall be joint and several.

7. Representations and Warranties. Applicant represents and warrants to Bank of America that it has the authority to enter into this Application and Agreement and that Agreement will not violate or conflict with any of the provisions of its constituent documents or any other agreement or undertaking to which it is a party or to which it is bound.

8. Miscellaneous.

(a) No delay, extension of time, renewal, compromise or other indulgence which occur or be granted by Bank of America shall impair the rights and powers of Bank of America hereunder. Bank of America shall not be deemed to have waived any of its rights hereunder, unless Bank of America shall have signed such waiver in writing.

(b) Any notice from Bank of America to Applicant shall be deemed given when mailed, postage paid, or when delivered to a courier, fee paid by shipper, addressed to Applicant at the address furnished by Applicant to Bank of America pursuant to this Application, or when confirmed by electronic confirmation to Bank of America as having been delivered via facsimile or other teletransmission. Any notice from Applicant to Bank of America shall be effective upon receipt by Bank of America.

(c) Each provision of this Application and Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Application and Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Application and Agreement.

(d) Any and all payments made to Bank of America hereunder shall be made free and clear of and without deduction for any present or future taxes, levies, imposts, deduction charges or withholdings, and all liabilities with respect thereto, excluding income or franchise taxes imposed by the United States and any political subdivisions thereof (such nonexcluded taxes being herein called "Taxes"). If Applicant shall be required by law to deduct any Taxes from or in respect of any sum payable hereunder, (i) the sum payable shall be increased as may be necessary so that after making all required deductions (including deductions applicable to additional sums payable under this Section 8(d)), Bank of America shall receive an amount equal to the sum Bank of America would have received had no deductions been made, (ii) Applicant shall make such deductions, and (iii) Applicant shall pay the full amount deducted to the relevant authority in accordance with applicable law. Applicant will indemnify Bank of America for the full amount of Taxes (including, without limitation, any Taxes imposed by any jurisdiction on amounts payable under this Section 8(d)) paid by Bank of America and any liability (including penalties, interest and expenses arising therefrom or with respect thereto, whether or not such Taxes were correctly or lawfully asserted. This indemnification shall be made within 30 days from the date Bank of America makes written demand therefor. Within 30 days after the date of any payment of Taxes, Applicant will furnish to Bank of America the original or a certified copy of a receipt evidencing payment thereof.

(e) This Application and Agreement shall be binding upon Applicant, its successors and assigns, and shall inure to the benefit of Bank of America, its successors, transferees and assigns; provided that any assignment by Applicant of any of its rights or obligations under this Application and Agreement without the prior written consent of Bank of America shall be void.

(f) Unless the Applicant has specified in the Application that the wording of the Letter of Credit must be exact, Applicant understands that the final form of the Letter of Credit may vary from the wording specified in the Application, and Applicant authorizes Bank of America to make such changes, not materially inconsistent with the Application, which Bank of America deems necessary or appropriate. Applicant understands that the risk to Applicant is greater if Applicant requests a standby letter of credit which requires only a draft, rather than a standby letter of credit which requires supporting documentation.

(g) In the event of any change or modification, with the consent of Applicant, which consent may be given by any means of submission acceptable to Bank of America, including, without limitation, computer, facsimile or telex, relative to the Letter of Credit, any instrument called for hereunder, including any waiver made or in good faith believed by Bank of America to have been made by Applicant of any term hereof or the noncompliance of any such instruments with the terms of the Letter of Credit, this Application and Agreement shall be binding upon Applicant with regard to the Letter of Credit as so changed or modified, and to any action taken by Bank of America or any of its correspondents relative thereto. No term or provision of this Application and Agreement can be changed orally, but only in a writing and signed by Applicant and Bank of America.

(h) Bank of America assumes no liability or responsibility for the consequences arising out of delay and/or loss in transit of any message, letter or documentation, or for any delay, mutilation or other error arising in the transmission of any teletransmission. In no event shall Bank of America be liable for any special, indirect, consequential or exemplary damages.

(i) If Applicant includes in the Application any language describing events or conditions that would not be possible for Bank of America to verify solely from the documents required to be presented under the Letter of Credit, Applicant acknowledges and agrees that Bank of America has no obligation to verify compliance with such requirements.

NOTICE OF FINAL AGREEMENT. THIS WRITTEN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

This Application and Agreement is executed by Applicant on _____.

EPAHO093000005

Name of Applicant CES Environmental Services, Inc.	
By: Greg Bowman	Title VP, Finance & Admin.
Name of Applicant (if any, co-signing with the Applicant above)	
By: _____ Title _____	
(WHERE SPECIMEN SIGNATURES OF THE APPLICANT NAMED ABOVE ARE NOT ON FILE WITH BANK OF AMERICA, THE FOLOWING SIGNATURE VERIFICATION IS REQUIRED.)	
The above signature of an officer, partner or agent of each Applicant indicated above confirms to that on file with us and such officer, partner or agent is fully authorized to sign this Agreement for such Applicant.	
By: BANK (Full Name)	(Bank Address)
Authorized Signature/Title (Specimen signature of the signer must be on file with Bank of America)	
00-35-0521NSBW 05-2007	

FOR OFFICE USE ONLY			
<input type="checkbox"/> Trade Operations _____		Mail Code# _____	
COMMISSION	<input type="checkbox"/> Per Standard Fee Schedule	<input type="checkbox"/> Other _____	<input type="checkbox"/> Charge Banking Ce
	<input type="checkbox"/> Charge Directly	<input type="checkbox"/> Commissions and Charges only	<input type="checkbox"/> Drawings. Commissions and Cha
APPROVING OFFICER (Printed Name)		PHONE #	
OFFICER TELEPHONE #		FAX #	
DDA APPLICANT A/C #			
APPROVING BANK OFFICER SIGNATURE			
OFFICER – INTEROFFICE ADDRESS			
OFFICER NUMBER AND COST CENTER NUMBER			

Bank of America

For Bank of America Use Only
L/C No.

A. Application.

1 CES Environmental Services, Inc. ("Applicant") requests Bank of America to issue an irrevocable standby letter of credit ("Letter of Credit") as follows:

☐ Full text teletransmission ☐ Airmail with brief preliminary teletransmission advice ☐ Airmail ☐ Courier

2. Applicant Address:
4904 Griggs Rd
Houston, TX
77346

3. For Account of (Name and address, if different from Applicant):

4. Advising Bank:

5. In favor of (Beneficiary Name and Address):
Ministry of Environment and Spatial Planning,
Republic of Kosovo

6. Amount: Eleven Thousand and no/100 (in words and figures) (\$11,000.00)

Currency Euro (if left blank, U.S. Dollars)

Expiration Date. Drafts to be drawn on and presented at Bank of America's Address set forth in the Letter of Credit on or before: 11/01/2008

☐ If this box is marked. Applicant authorizes Bank of America to effect payment of any sums due under this Application and Agreement by means of debiting Applicant's account with Bank of America set forth below. This authorization does not effect the obligation of Applicant to pay such sums when due, if there are insufficient funds in such account to make such payment when due, or if Bank of America fails to debit the account, and this authorization does not affect any setoff rights of Bank of America at law or in equity.

Applicant's account number _____

with Bank of America _____

7. Available by drafts drawn at sight on Bank of America when accompanied by the following documentation:

a. The original Letter of Credit.

b. The signed statement of the Beneficiary worded as follows (state wording that is to appear in the statement accompanying the draft; specify if such wording must be exact):

CES Environmental Services, Inc. has defaulted on tender for Procurement No.: 210/08/031/214

8. Special Instructions:

B. Agreement.

In consideration of Bank of America's issuing the Letter of Credit at the request of Applicant, Applicant agrees to the following:

1. Applicant Payments.

(a) Applicant shall pay Bank of America, on demand, all amounts paid by Bank of America under or in respect of the Letter of Credit.

(b) On each fee payment date, so long as any undrawn amount of the Letter of Credit remains available, Applicant shall pay Bank of America a Letter of Credit fee. The fee payment date(s) shall be the date(s) as Applicant and Bank of America may agree, or in the absence of such agreement, the fee payment date shall be the date on which Bank of America issues the Letter of Credit. The fee shall be at such rate per annum as Applicant and Bank of America may agree or, in the absence of such agreement, at the rate customarily charged by Bank of America at the time such fee is payable, based upon Applicant's creditworthiness, as determined by Bank of America in its sole discretion. The applicable Letter of Credit fee shall be calculated and payable on the undrawn amount of the Letter of Credit as of each fee payment date, and shall be for the period commencing on such fee payment date and ending on the day preceding the next fee payment date (or the expiration date of the Letter of Credit, as the case may be), both dates inclusive. The Letter of Credit fee will be computed on the basis of a 360-day year and actual days elapsed. Bank of America shall not be required to refund any portion of the Letter of Credit fee paid for any period during which (a) the Letter of Credit expires or otherwise terminates or (b) the undrawn amount of the Letter of Credit is reduced by drawings or by amendment.

(c) Applicant shall pay Bank of America, on demand, commissions and fees for amendments to, payments under, extensions of or cancellation of the Letter of Credit, and other services in the amounts Applicant and Bank of America may agree or, in the absence of such agreement, in the amounts customarily charged by Bank of America on the date of Bank of America's demand.

(d) All payments and deposits of any kind by Applicant under this Application and Agreement, including prepayments, shall be made at the banking center or office Bank of America may designate from time to time. Bank of America shall have no obligation to pay Applicant interest on any such payment, prepayment or deposit made by Applicant under this Application and Agreement.

(e)(i) All payments and deposits by Applicant under this Application and Agreement shall be in the currency in which the Letter of Credit is payable, except that Bank of America may, at its option, require payments and deposits by Applicant under this Application and Agreement to be made in U.S. Dollars if the Letter of Credit is payable in a foreign currency.

(ii) The amount of each payment and each deposit by Applicant under this Application and Agreement in U.S. Dollars for a Letter of Credit payable in a foreign currency shall be determined by converting the relevant amount to U.S. Dollars at the Conversion Rate in effect.

(A) with respect to each payment under Section 1(a) of this Agreement, on the date the payment is made by Bank of America under or in respect of the Letter of Credit; and

(B) with respect to each payment not falling under the preceding clause (A) and each deposit, on the date of Bank of America's demand for such payment or deposit.

(iii) If a U.S. Dollar deposit by Applicant under this Application and Agreement for a Letter of Credit payable in a foreign currency becomes less than the U.S. Dollar equivalent of the undrawn amount of the Letter of Credit because of any variation in rates of exchange, Applicant shall deposit with Bank of America, on demand, additional amounts in U.S. Dollars so that the total amount deposited by Applicant under this Application and Agreement is not less than the U.S. Dollar equivalent of the undrawn amount of the Letter of Credit, determined by using the Conversion Rate on the date of Bank of America's latest demand.

(iv) "Conversion Rate" means the rate quoted by Bank of America for the purchase from Bank of America of the relevant foreign currency with U.S. Dollars.

(f) Applicant shall reimburse or compensate Bank of America, on demand, for all costs incurred, losses suffered and payments made by Bank of America which are applied or allocated by Bank of America to the Letter of Credit (as determined by Bank of America) by reason of any and all present or future reserve, capital, deposit, assessment or similar requirements against (or against any class of or change in or in the amount of) assets or liabilities of, or commitments or extensions of credit by, Bank of America.

(g) Applicant shall pay interest, on demand, on any amount not paid when due under this Application and Agreement from the due date until payment in full at a rate per annum equal to the rate of interest publicly announced from time to time by Bank of America as its prime rate, plus three percentage points (not to exceed the maximum rate permitted by applicable law). The prime rate is set by Bank of America based on various factors, including Bank of America's costs and desired return, general economic conditions and other factors, and is used as a reference point for pricing some credits. Bank of America may price credit at, above or below the prime rate. Any change in Bank of America's prime rate shall take effect at the opening of business on the day specified in Bank of America's public announcement of a change in Bank of America's prime rate. Interest will be computed on the basis of a 360-day year and actual days elapsed.

2. Deposit Events. Upon the occurrence of any of the following events, Applicant shall deposit with Bank of America, on demand (except that such demand shall not be required in the event of an occurrence described in (b) below) and as cash security for Applicant's obligations to Bank of America under this Application and Agreement, an amount equal to the undrawn amount of the Letter of Credit:

(a) Applicant defaults under any provision of this Application and Agreement;

(b) Any bankruptcy or similar proceeding is commenced with respect to Applicant;

(c) Any default occurs under any other agreement involving the borrowing of money or the extension of credit under which Applicant may be obligated as borrower, installment purchaser or guarantor, if such default consists of the failure to pay any indebtedness when due or if such default permits or causes the acceleration of any indebtedness or the termination of any commitment to lend or to extend credit;

(d) Applicant or any of its affiliates defaults on any other obligation to Bank of America;

(e) In the opinion of Bank of America, any material adverse change occurs in Applicant's business, operations, financial condition or ability to perform its obligations under this Application and Agreement;

(f) Any guarantee of Applicant's obligations under this Application and Agreement terminates, is revoked or its validity is contested by the guarantor, or any of the events set forth in (b) through (e) above occur with respect to the guarantor rather than the Applicant; or

(g) Any court order, injunction or other legal process is issued restraining or seeking to restrain drawing or payment under the Letter of Credit.

3. Charge to Accounts. If Bank of America is unable to debit the account, if any, specified on the Application, Applicant authorizes Bank of America to charge any of Applicant's accounts with Bank of America, or any affiliate of Bank of America, for all amounts then due and payable to Bank of America under this Application and Agreement.

4. Indemnities.

(a) Applicant will indemnify and hold Bank of America (such term to include for purposes of this Section 4 affiliates of Bank of America and its affiliates' officers, directors, employees and agents) harmless from and against (i) all loss or damage arising out of the issuance by Bank of America, or any other action taken by any such indemnified party in connection with the Letter of Credit including any loss or damage arising in whole or in part from the negligence of the party seeking indemnification, but excluding any loss or damage resulting from the gross negligence or willful misconduct of the party seeking indemnification, and (ii) all costs and expenses (including reasonable attorneys' fees and allocated costs of in-house counsel and legal expenses) of all claims or legal proceedings arising out of the issuance by Bank of America of the Letter of Credit or incident to the collection of amounts owed by Applicant hereunder or the enforcement of the rights of Bank of America hereunder, including, without limitation, legal proceedings related to any court order, injunction, or other process or decree restraining or seeking to restrain Bank of America from paying any amount under the Letter of Credit. Additionally, Applicant will indemnify and hold Bank of America harmless from and against all claims, losses, damages, suits, costs or expenses (including reasonable attorneys' fees and allocated costs of in-house

counsel, and legal expenses) arising out of Applicant's failure to timely procure license comply with applicable laws, regulations or rules, or any other conduct or failure of Applicant relating to or affecting the Letter of Credit.

(b) If any award, judgment or order is given or made for the payment of any amount due under this Application and Agreement and such award, judgment or order is expressed in a currency other than the currency required under this Application and Agreement, Applicant shall indemnify Bank of America against and hold Bank of America harmless from all loss and damage incurred by Bank of America as a result of any variation in rate of exchange between the date of such award, judgment or order and the date of payment (in the case of partial payments, the date of each partial payment thereof) in the required currency.

(c) Each of these indemnities shall constitute an obligation separate and independent from the other obligations contained in this Application and Agreement, shall give rise to a separate and independent cause of action, shall apply irrespective of any indulgence granted by Bank of America from time to time, and shall continue in full force and effect notwithstanding any award, judgment or order for a liquidated sum in respect of an amount due under this Application and Agreement.

5. Governing Law and Rules.

(a) The Letter of Credit will be subject to and governed by the most current version in effect on the date the Letter of Credit is issued, of the International Chamber of Commerce publication "International Standby Practices", except as Applicant may otherwise instruct in the Application and as Bank of America may otherwise agree within the text of the Letter of Credit as issued. The Letter of Credit will also be subject to, and this Application and Agreement will be governed by, the laws of the state in the United States where Bank of America issues the Letter of Credit; provided, however, that, with respect to the Letter of Credit, Bank of America may agree, on Applicant's request, to specify in the Letter of Credit, a different state's laws as the governing law. In any event, each choice of law shall be without reference to the chosen state's provisions regarding conflicts of laws.

(b) Applicant and Bank of America agree, to the extent permitted under applicable law, to waive any right to a trial by jury in any action or proceeding with respect to any dispute or controversy under this Application and Agreement and hereby agree that such action or proceeding will be tried before a judge without a jury.

6. Applicant Status. The word "Applicant" in this Application and Agreement refers to each signer (other than Bank of America) of this Application and Agreement. If this Application and Agreement is signed by more than one Applicant, their obligations under this Application and Agreement shall be joint and several.

7. Representations and Warranties. Applicant represents and warrants to Bank of America that it has the authority to enter into this Application and Agreement and that the Agreement will not violate or conflict with any of the provisions of its constituent documents or any other agreement or undertaking to which it is a party or to which it is bound.

8. Miscellaneous.

(a) No delay, extension of time, renewal, compromise or other indulgence which occurs or is granted by Bank of America shall impair the rights and powers of Bank of America hereunder. Bank of America shall not be deemed to have waived any of its rights hereunder, unless Bank of America shall have signed such waiver in writing.

(b) Any notice from Bank of America to Applicant shall be deemed given when mailed, postage paid, or when delivered to a courier, fee paid by shipper, addressed to Applicant at the address furnished by Applicant to Bank of America pursuant to this Application, or when confirmed by electronic confirmation to Bank of America as having been delivered via facsimile or other teletransmission. Any notice from Applicant to Bank of America shall be effective upon receipt by Bank of America.

(c) Each provision of this Application and Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Application and Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Application and Agreement.

(d) Any and all payments made to Bank of America hereunder shall be made free and clear of and without deduction for any present or future taxes, levies, imposts, deductions, charges or withholdings, and all liabilities with respect thereto, excluding income or franchise taxes imposed by the United States and any political subdivisions thereof (such taxes being herein called "Taxes"). If Applicant shall be required by law to deduct any Taxes from or in respect of any sum payable hereunder, (i) the sum payable shall be increased as may be necessary so that after making all required deductions (including deductions applicable to additional sums payable under this Section 8(d)), Bank of America shall receive an amount equal to the sum Bank of America would have received had no deductions been made, (ii) Applicant shall make such deductions, and (iii) Applicant shall pay the full amount deducted to the relevant authority in accordance with applicable law. Applicant will indemnify Bank of America for the full amount of Taxes (including, without limitation, any Taxes imposed by any jurisdiction on amounts payable under this Section 8(d)) paid by Bank of America and any liability (including penalties, interest and expenses arising therefrom or with respect thereto, whether or not such Taxes were correctly or lawfully asserted. This indemnification shall be made within 30 days from the date Bank of America makes written demand therefor. Within 30 days after the date of any payment of Taxes, Applicant will furnish to Bank of America the original or a certified copy of a receipt evidencing payment thereof.

(e) This Application and Agreement shall be binding upon Applicant, its successors and assigns, and shall inure to the benefit of Bank of America, its successors, transferees and assigns; provided that any assignment by Applicant of any of its rights or obligations under this Application and Agreement without the prior written consent of Bank of America shall be void.

(f) Unless the Applicant has specified in the Application that the wording of the Letter of Credit must be exact, Applicant understands that the final form of the Letter of Credit may vary from the wording specified in the Application, and Applicant authorizes Bank of America to make such changes, not materially inconsistent with the Application, which Bank of America deems necessary or appropriate. Applicant understands that the risk to Applicant is greater if Applicant requests a standby letter of credit which requires only draft, rather than a standby letter of credit which requires supporting documentation.

(g) In the event of any change or modification, with the consent of Applicant, which consent may be given by any means of submission acceptable to Bank of America, including, without limitation, computer, facsimile or telex, relative to the Letter of Credit or any instrument called for hereunder, including any waiver made or in good faith believed by Bank of America to have been made by Applicant of any term hereof or the noncompliance of any such instruments with the terms of the Letter of Credit, this Application and Agreement shall be binding upon Applicant with regard to the Letter of Credit as so changed or modified, and to any action taken by Bank of America or any of its correspondents relative thereto. No term or provision of this Application and Agreement can be changed orally, but only in a writing and signed by Applicant and Bank of America.

(h) Bank of America assumes no liability or responsibility for the consequences arising out of delay and/or loss in transit of any message, letter or documentation, or for any delay, mutilation or other error arising in the transmission of any teletransmission. In no event shall Bank of America be liable for any special, indirect, consequential or exemplary damages.

(i) If Applicant includes in the Application any language describing events or conditions that would not be possible for Bank of America to verify solely from the documents required to be presented under the Letter of Credit, Applicant acknowledges and agrees that Bank of America has no obligation to verify compliance with such requirements. **NOTICE OF FINAL AGREEMENT. THIS WRITTEN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.**

This Application and Agreement is executed by Applicant on 7/2/08

EPAHO093000008



Assignment of Deposit Account for a Cash Secured Letter of Credit

Letter of Credit Applicant Legal Name CES Environmental Services	Letter of Credit Requested Amount \$ 11,000.00
Letter of Credit Beneficiary Name Ministry of Environment and Spatial Planning, Republic of Kosovo	Letter of Credit Application Date 7/29/08

The undersigned Grantor (jointly and severally if more than one) hereby assigns, pledges and grants a security interest to Bank of America, N.A. (the "Bank") in all right, title and interest of the Undersigned in and to the deposit account maintained by the Undersigned with the Bank and described as follows:

Bank of America Deposit Account Number:			
Account Type:	<input type="checkbox"/> Certificate of Deposit	<input type="checkbox"/> Time Deposit	<input type="checkbox"/> Savings Deposit

together with all interest and other income earned thereon, all additions thereto and renewals, substitutions or replacements thereof (collectively hereinafter, the "Account" as security and collateral for (a) the prompt payment of all indebtedness, liabilities and obligations of the Undersigned to the Bank of every kind and nature whatsoever, including, without limitation, the reimbursement obligation of the above referenced Letter of Credit Applicant arising under the Application and Agreement for the above described Letter of Credit as may be modified, amended or renewed from time to time, and such other indebtedness, liabilities and obligations to the Bank which are direct, indirect, contingent, primary, secondary, alone, jointly with others, due, to become due, future advances, now existing, hereafter created, principal, interest, expense payments, liquidation costs, and attorney's fees and expenses (collectively, the "Obligations"); and (b) the performance of all of the terms, conditions and provisions of any note, security agreement, pledge agreement, guaranty agreement, mortgage, deed of trust, loan agreement, hypothecation agreement, indemnity agreement, letter of credit application and agreement, assignment, or any other document previously, simultaneously or hereafter executed and delivered by the Undersigned and/or any other party, singly or jointly with another party or parties, evidencing, securing, guarantying or in connection with any of the Obligations (collectively, the "Loan Documents").

The Undersigned hereby consents that at any time and from time to time and with or without consideration, the Bank may, without notice to or further consent of the Undersigned and without in any manner affecting, impairing, lessening or releasing this Assignment of Deposit (this "Assignment"), renew, extend, change the manner, time, place and terms of payment of, sell, exchange, release, surrender, realize upon, modify, waive, grant indulgences with respect to and otherwise deal with in any manner: (a) all or any part of the Obligations; (b) any of the Loan Documents; (c) all or any part of any property at any time securing all or any part of the Obligations; and (d) any party (including, without limitation, the Undersigned), at any time primarily or secondarily liable for all or any part of the Obligations.

In the event any of the Obligations are not paid when and as due and payable (whether by acceleration, declaration, extension or otherwise) or upon occurrence of a default under any of the Loan Documents, or upon the maturity of such Account, if such Account consists in whole or in part of a time deposit, the Bank may and is hereby irrevocably authorized to withdraw any and all funds and moneys now or hereafter on deposit to the Account at such times and in such amounts as the Bank in its sole discretion shall determine. Bank may in its discretion either (i) hold such funds or any portion thereof subject to the terms hereof, or (ii) apply such funds or any portion thereof to the Obligations in such order and manner as the Bank may elect. The Bank may at any time or from time to time take any and all actions with respect to the Account (and the funds and moneys or portions thereof deposited thereto) as authorized herein, by law and by the terms of any of the Loan Documents.

IN WITNESS **WHEREOF**, and intending to create an instrument executed under seal, the Undersigned has duly executed this Assignment under seal as of the 29th day of July, 20 08.

Grantor: CES Environmental Services, Inc.

By: Greg Bowman, VP Finance and Admin.

(SEAL)

Tradeline CIF ID	LC Instrument #	Deposit Account Balance	Deposit Account Maturity Date
References in shaded area are for Bank's use only and do not limit the applicability of this document to any particular loan or item.			



Republika e Kosovës
Republika Kosova-Republic of Kosovo
Qeveria - Vlada-Government
Ministria e Mjedisit dhe Planifikimit Hapësinor
Ministarstoo Sredine i Prostornong Planiranja
Ministry of Environment and Spatial Planning

TENDER DOSSIER
NEGOTIATED PROCEDURE AFTER PUBLICATION
OF CONTRACT NOTICE

According to Section 27 of Law No. 2003/17, Law on Public Procurement

- [The tender dossier and its annexes shall be dispatched to the selected (pre-qualified) candidates together with the invitation to submit a proposal that will serve as the basis for further negotiations – unless the contracting authority has made the tender dossier material available electronically according to Section 48.2 of Law No. 2003/17.
- The tender dossier and its annexes shall be held confidential until the invitations to submit a proposal are dispatched.]

Date: **21.07.2008**

Procurement No: **210 08 031 2 1 4**

This notice is prepared in the LANGUAGES:

Albanian

☒

Serbian

☒

English

☒

[The English version, where it has been prepared, shall control.]

[For large value contracts, contract notices shall be prepared in Albanian, Serbian and English.

For contracts of other values, contract notices shall be prepared in Albanian and Serbian. An English version may be prepared.]

The legal basis of this Negotiated Procedure After Publication of a Contract Notice is the Law on Public Procurement in Kosovo, Law No. 2003/17, entered into force 9 June 2004. Selected candidates, who want to submit a proposal and participate in further negotiations, as well as the contracting authority, shall respect the requirements flowing from that law and the Public Procurement Rules issued in pursuance thereof.

Selected candidates may prepare and submit their proposal and related documents in Albanian, Serbian or English language.

Selected candidates, who want to submit a proposal, are expected to examine carefully all sections of this tender dossier and its annexes and to comply with all mandatory requirements, specifications and conditions contained therein.

Failure to submit a responsive proposal within the deadline specified in SECTION IV.2 of this tender dossier will lead to rejection of the proposal.

All costs associated with preparation and submission of a proposal and with participation in further negotiations shall be born by the candidate, regardless of the outcome of the procurement procedure.

SECTION I CONTRACTING AUTHORITY IDENTIFICATION

I.1) OFFICIAL NAME AND ADDRESS OF THE CONTRACTING AUTHORITY

Name of CA	Ministria e Mjedisit dhe Planifikimit Hapësinor	Contact Person:	Arben Çitaku
		e-mail:	arben.citaku@ks-gov.net
Address	str. "Nazim Gafurri" nr 31	Postal code	10000
Town	Prishtinë	Region	Prishtinë
Telephone	038/517-638	Fax	038/517-800
e-mail		URL:	www.ks-gov.net/mmph

I.2) EXACT ADDRESS WHERE TENDERS MUST BE SUBMITTED

Exact address for submission of tenders:

str. "Nazim Gafurri" nr 31

SECTION II OBJECT OF THE CONTRACT

II.1) TITLE ATTRIBUTED TO THE CONTRACT BY THE CONTRACTING AUTHORITY

Eliminate the dangerous material from three trucks

II.2) DESCRIPTION OF THE OBJECT OF THE CONTRACT

II.2.1 Classification (CPV)

76

[minimum 2 first digits of CPV, cf. www.simap.eu.int]

II.2.2 Material terms and conditions, nature, scope, quantity [as appropriate].

The object of the contract is the [delivery] [installation] [maintenance] [after-sales service] [implementation] [achievements] by the economic operator of the following [goods] [services] [works] to the contracting authority: [general description of [goods][services][works] [indication of quantity] [in <....>lot(s) of [general description of each lot with indication of quantities].

II.2.3 The object of the contract is composed of 1 lot

LOT	Description	scope	quantity
1	Eliminate the dangerous material from three trucks	services	lit
2			

II.3) DELIVERY REQUIREMENTS AND CONDITIONS

II.3.1 Place[s] for [delivery of supplies] [provision of services] [execution/performance of works]

Mitrovica - Kosova

II.3.2 Delivery condition[s]:

II.3.3 Time limits for [start and/or completion] of the contract

Services will start after signing the contract and finished in the short time as possible

II.4) [OTHER CONTRACT CONDITIONS]

Negotiated after publishing the contract notice

SECTION III SECURITY REQUIREMENTS

III.1) SECURITY REQUIRED FOR PARTICIPATION IN NEGOTIATIONS (TENDER SECURITY)

Tender security required of all tenderers?

Yes ☒

No ☐

Amount: 7000 € for 90 days

Tender security must be received by the contracting authority at the latest on the date and time specified in SECTION IV.2 of this tender dossier (the deadline for submission of proposals).

[Events that will cause tender security to be forfeited]

According to Section 55.1 of Law No. 2003/17, tender security posted by a tenderer shall be forfeited in the event:

- the contracting authority determines, on the basis of objectively verifiable evidence, that such tenderer has provided materially false or misleading information to the contracting authority;
- such tenderer withdraws its tender after the deadline for the submission of tenders but prior to the expiration of the tender validity period specified in SECTION IV.5 of this tender dossier;
- such tenderer is awarded the concerned contract on the basis of its tender and the tenderer then refuses or fails:
 - (i) to post any required performance security specified in this tender dossier;
 - (ii) to comply with any other condition precedent to the signing of the concerned contract as specified in this tender dossier; or
 - (iii) to conclude the contract that conforms to the terms and conditions specified in this tender dossier.]

III.2) PERFORMANCE SECURITY

Performance security required of the winning tenderer?

Yes ☒

No ☐

[If yes – amount and duration:

[Amount in percentage of total tender price]

10 %

or

[Amount in value]

€

[Duration period]

120 days

[Form and other requirements and/or conditions applicable to the performance security according to Section 60.5 of Law No. 2003/17 (or reference to Annex as appropriate):]

Where performance security is required, timely and correct posting according to SECTION III.2 of this tender dossier is a pre-condition to the signing and entry into force of the contract.

[Forfeiture of performance security:

The proceeds of the performance security posted by the winning tenderer shall be payable to the contracting authority as compensation for any substantial loss resulting from the concerned economic operator's failure to complete its obligations under the contract. Performance security shall always be forfeited in the event:

- of breach of the signed contract, which causes substantial damage to the contracting authority and/or require the contracting authority to incur substantial expense in obtaining the completion of such contract;
- of breach of the signed contract, which leaves unpaid many workers, subcontractors, and/or material suppliers;

- an abnormally low tender submitted by the winning tenderer – despite compliance by the contracting authority with the provisions of Section 59 of Law No. 2003/17 - reveals to be an un-performable tender.]

SECTION IV ADDITIONAL INFORMATION PROPOSAL REQUIREMENTS CONDUCT OF NEGOTIATIONS

IV.1) TIME LIMIT FOR REQUESTS OF ADDITIONAL OR CLARIFYING INFORMATION

Invited candidates may make a written request to the contracting authority for additional or clarifying information which is believed needed to prepare or submit a proposal. Such request must be received by the contracting authority, according to Section 51.1 of Law No. 2003/17, at the latest on:

Date: **23.07.2008**

Such a request may be made by use of the request form, please see Annex, and submitted to the contracting authority by electronic means, letter or fax.

IV.2) TIME LIMIT AND PLACE FOR SUBMISSION OF A PROPOSAL THAT WILL SERVE AS THE BASIS FOR FURTHER NEGOTIATIONS

Proposals shall be received by the contracting authority at the latest:

Date: 29.07.2008 Time: 10 Place: MESP

A proposal that has been submitted after the deadline for the submission of tenders as stated above in this SECTION, will immediately be returned, unopened, to the tenderer.

You are authorised to withdraw your tender prior to the deadline for submission of proposals, if you need, and submit another proposal prior to the deadline for submission of proposals.

IV.3) Currency. Price Calculation

All prices specified in proposals shall be stated in Euro (€) and shall include and specify all applicable taxes, duties and other charges.

IV.4) Proposal Form And Number of Exemplars of Proposals. List of Required Documents

Proposals shall be worked out by use of the proposal form, please see attachments. The filled in and signed proposal form together with the other required documents, duly filled in and signed, constitutes **the proposal that will serve as the basis for further negotiations.**

The proposal shall be submitted to the contracting authority in one original exemplar and 2 copies.

One of the submitted copies will be kept unopened by the contracting authority as evidence in case of a disagreement between the submitted exemplars.

The submitting economic operator shall seal the original and each copy of the proposal in separate envelopes, duly marking the envelopes as "Original" and "Copy", and quoting the Procurement Number (see first page of this tender dossier) and name and address of the submitting economic operator on each one of the envelopes. The envelopes shall then be sealed in an outer envelope, marked with the Procurement Number and the following words: "Do not open before 31.07.2008 10:30h".

A list of the required documents is attached as Annex to this proposal dossier. All required documents must be provided, duly filled in and signed, in order to constitute a valid proposal.

IV.5) Proposal Validity Period

Proposals shall be valid for 90 calendar days from the deadline stated in SECTION IV.2 of this tender dossier for submission of proposals.

[The proposal validity period shall be of minimum 90 calendar days for complex contracts.]

A submitting economic operator may not withdraw its tender after the deadline for submission of tenders and prior to the expiration of the proposal validity period.

IV.6) Conduct of the Negotiations

The contracting authority intends to conduct the negotiations according to the following plan:

<state intended plan for conduct of negotiations, including attendance, time schedule, agendas, requirements to participants of written documents etc., as appropriate>

IV.7) PRELIMINARY DATE OF CONTRACT AWARD (if known)

Date:

04.08.2008

SECTION V CONTRACT AWARD CRITERIA

The contract will be awarded to the economic operator having offered the most economically advantageous service provision, determined by the weighted sub-criteria described in Annex.

SECTION VI [OTHER NECESSARY INFORMATION:

SECTION VII COMPLAINTS

VII.1) GENERAL INFORMATION

Pursuant to Section 105.1 of Law No. 2003/17, a complaint may be submitted by an interested party at any stage of any procurement activity and with respect to any act or omission of the concerned contracting authority that is alleged to be in violation of Law No. 2003/17.

A complaint may be filed in original with the Public Procurement Regulatory Commission, address:

STR. "FEHMI AGANI" - PRISTINA

and, simultaneously, a copy of the complaint shall be dispatched, by the most rapid means possible, to the contracting authority.

The complaints procedure is established by the provisions of TITLE VIII of Law No. 2003/17, Law on Public Procurement.

VII.2) BASIC CONTENTS OF A COMPLAINT

A complaint shall contain:

- a. name, address and contact information of the complainant;
- b. name of the concerned contracting authority;
- c. a reasonably specific description of the concerned procurement activity;
- d. a copy of the concerned contract award notice or design contest results notice, if such has been issued or published;
- e. demonstration that the complainant qualifies as an "interested party" as defined under Section 4.1 of Law No. 2003/17;
- f. a description of the factual circumstances constituting or giving rise to the alleged violation;
- g. a specification of the provision or provisions of Law No. 2003/17 or the Public Procurement Rules that have allegedly been violated; and
- h. a description of how the alleged violation has caused, or threatens to cause, material damage to the complainant.

VII.3) TIME LIMITS FOR SUBMISSION OF A COMPLAINT

As long as the contract *has not* been awarded, there are no time limits applicable.

When the contract *has been* awarded, a complaint may be filed within eight (8) calendar days from the date on which the contract award notice has been dispatched to the concerned economic operators.

In case a complaint is filed after the award of the contract, the complaint may be rejected if:

- it concerns an alleged violation of Law No. 2003/17 which took place 10 or more calendar days prior to the date of dispatch of the contract award notice;

Procurement No: **210/08/031/214** – Title: **Eliminate the dangerous material from three trucks**

- the alleged violation has come, or reasonably should have come to, the complainant's knowledge 8 or more calendar days prior to that date; and
- the review panel finds, that the complainant had sufficient time to prepare and file a complaint prior to the date of dispatch of the contract award notice.

VII.4) SECURITY FOR FILING OF A COMPLAINT

A complainant is required to post security within 3 business days after the filing of a complaint, according to Section 113.1 of Law No. 2003/17.

ATTACHMENTS:

To this tender dossier is attached <state number> Annexes and the Proposal Form, which form an integral part of this tender dossier.

The Annexes are the following [state total list of used Annexes, numbered][Delete the not used Annexes]:

Annex Nr.	Contents	Reference to section of this tender dossier
[Obligatory] Annex 1	Contract Notice	
Annex <nr>	Division into lots	II.2.3
Annex <nr>	Terms of Reference	II.3.2
Annex	Other contract conditions	II.4
Annex	Tender security requirements	III.1
Annex	Performance security requirements	III.2
[Obligatory] Annex	Request for additional information	IV.1
Annex	List of required documents	IV.4
Annex	Sub-criteria for contract award	V.1
[Obligatory]	Proposal form	IV.4

The Proposal Form is composed of 23 pages.

Timetable

	DATE	TIME ³
Deadline for request for any clarifications from the Contracting Authority	23.07.2008	12:00
Deadline for submission of proposals	29.07.2008	10:00
Notification of award to the successful tenderer	[See Sect. IV.7<[REDACTED]> / Date at most 90 days after deadline for tenders > 4]	
Signature of the contract	[<[REDACTED]> / Date at most 150 days after deadline for tenders > 2]	

ANNEX: 1

CONTRACT NOTICE

According to Section 27 of Law Nr.2003/17, Law on Public Procurement

This Annex shall bring the publication data and total text of the Contract Notice, prepared by the contracting authority, initiating the procurement procedure.

Date of submission of Contract Notice to PPA:

21.07.2008

Publication of Contract Notice (compressed version):	Media:	Date:
	Infopress	22.07.2008
	Epoka e Re	22.07.2008
	Kosova Sot	22.07.2008

CONTRACT NOTICE: [attach contract notice]

ANNEX:

DIVISION INTO LOTS

According to Section 16.4 of Law Nr.2003/17, Law on Public Procurement

LOT No

Description:

Scope:

Other information:

[Indication about different starting/delivery date (if applicable):

[Starting date]

[Delivery date]

ANNEX:

TERMS OF REFERENCE

Content:

1. Background Information
 - a. Contracting Authority's Status
 - b. Former and Current Projects
2. Contract Objectives and Expected Results
 - a. Overall Objectives
 - b. Specific Objectives
3. Assumptions and Risks
 - a. Drafting of intervention Operational Plan
 - b. Risk Analysis
4. Scope of the Contract Work
 - a. General Activities
 - b. Special Activities
5. Logistics and Timing
 - a. Location
 - b. Commencement Date and Period of Execution
6. Requirements
 - a. Personnel
 - b. Office Accommodation
 - c. Facilities to be Provided by the Consultant
 - d. Equipment
7. Quality Assurance
 - a. Reports
 - b. Monitoring
 - c. Evaluation

ANNEX:

OTHER CONTRACT CONDITIONS

The following contract conditions supplement the conditions flowing from the content of the tender dossier

Content of Operational Plan in general:

- 1. Identification of mixtures (physical-chemical characteristics)**
- 2. Identification and description of hazardous matters, maximal quantity of hazardous**
- 3. Description of the location and circumstances for liquidation**
- 4. Description of possible sources and risks by extraordinary cases**
- 5. Preventive measures for interruption of extraordinary cases by including immediate notification of respective authority**
- 6. Consequence assessment by extraordinary cases including here as well the analyse of worst possible case (worst – case) and the risked area of the elimination location**
- 7. Implementation of measures in extraordinary cases**
- 8. Precaution for hazardous discharge matter and reparation of the place around**
- 9. Drafting of safety sheet for mixture**
- 10. “Cold” proves for equipments where is eliminated and transported the matter**
- 11. Water and Air monitoring system**
- 12. Program of keeping the practice (if it is needed)**

ANNEX:

TENDER SECURITY REQUIREMENTS

According to Section 55 of Law Nr.2003/17, Law on Public Procurement

All economic operators submitting a proposal are required to post **tender security** of amount and validity as stated in the tender dossier, SECTION III.2.1

Tender security shall be posted in one of the forms as indicated below:

In the form of:

- [unconditional bank guarantee, issued by a first-class bank]

The following definitions apply:

- (i) *a “first-class” bank shall mean a bank having a long-term rating of at least “A” according to one or more leading rating agencies;*
- (ii) *a “reputable” surety or insurance company shall mean a company rating at least “A” according to one or more leading rating agencies.*

Other requirements regarding the tender security, according to Section 55.4 of Law No. 2003/17:

Attachment: Standard Guarantor’s Declaration (Tender Security)

[On the headed notepaper of the financial institution providing the guarantee]

guarantors' declaration

TENDER SECURITY

To: **Ministry of Environment and Spatial Planning**
(Hereinafter "the Contracting Authority")

WHEREAS [*name of economic operator*] (hereinafter "the Tenderer") has undertaken to post a tender security referring to Tender Dossier, Procurement No.: 210/08/031/214 dispatched by the Contracting Authority;

AND WHEREAS the Tenderer wants to post a guarantee for the sum specified in the Tender Dossier;

AND WHEREAS we have agreed to give the Tenderer such a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Tenderer, up to a total of <amount of the guarantee in words and figures>, and we undertake to pay you, upon your first written demand declaring the Tenderer to be in default because of:

- the Contracting Authority has determined, on the basis of objectively verifiable evidence, that the Tenderer has provided materially false or misleading information to the Contracting Authority; or
- the Tenderer has withdrawn its tender after the deadline for the submission of tenders but prior to the expiration of the tender validity period specified in the Tender Dossier; or
- the Tenderer was awarded the concerned contract on the basis of its tender and the Tenderer then refuses or fails:
 - (i) to post any required performance security specified in the Tender Dossier; or
 - (ii) to comply with any other condition precedent to the signing of the concerned contract as specified in the Tender Dossier; or
 - (iii) to conclude the contract that conforms to the terms and conditions specified in the Tender Dossier;

and without a cavil or argument, any sum or sums within the limits of <amount of guarantee> as aforesaid, without your needing to prove or to show grounds or reasons for your demand or to the sum specified herein.

This guarantee is valid until <date and time>

Signature and seal of the Guarantors

Name of bank or financial institution

Address

Date

ANNEX:



PERFORMANCE SECURITY REQUIREMENTS

According to Section 60 of Law Nr.2003/17, Law on Public Procurement

The winning economic operator is required to post **performance security** of amount and duration as stated in the tender dossier, SECTION III.2.2.

Performance security shall be posted in one of the forms as indicated below:

In the form of:

- [unconditional bank guarantee, issued by a first-class bank]

The following definitions apply:

- (i) *a “first-class” bank shall mean a bank having a long-term rating of at least “A” according to one or more leading rating agencies;*
- (ii) *a “reputable” surety or insurance company shall mean a company rating at least “A” according to one or more leading rating agencies.*

Other requirements and/or conditions regarding the performance security, its forfeiture and return, according to Section 60.5 of Law No. 2003/17:

Cf. Standard Guarantor’s Declaration (Performance Security)

[On the headed notepaper of the financial institution providing the guarantee]

guarantors' declaration

PERFORMANCE SECURITY

To: ***Ministry of Environment and Spatial Planning***

(Hereinafter "the Contracting Authority").

WHEREAS [name of economic operator] (hereinafter "the Economic Operator") has undertaken to post a performance security referring to contract of title:

<Insert title as mentioned in part A Section II.1>

awarded under Procurement No. 210/08/031/to the Economic Operator by the Contracting Authority;

AND WHEREAS the Economic Operator wants to post a guarantee for the sum specified in the tender dossier under the said Procurement Number.;

AND WHEREAS we have agreed to give the Economic Operator such a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Economic Operator, up to a total of <amount of the guarantee in words and figures>, and we undertake to pay you, upon your first written demand declaring the Economic Operator to be in default because:

- the contracting authority is confronted with substantial loss resulting from the Economic Operator's failure to complete its obligations under the contract; and/or
- the Economic Operator's breach of the signed contract, which causes substantial damage to the contracting authority and/or require the contracting authority to incur substantial expense in obtaining the completion of such contract; and/or
- the Economic Operator's breach of the signed contract, which leaves unpaid many workers, subcontractors, and/or material suppliers; or
- an abnormally low tender submitted by the Economic Operator reveals to be an un-performable tender

and without a cavil or argument, any sum or sums within the limits of <amount of guarantee> as aforesaid, without your needing to prove or to show grounds or reasons for your demand or to the sum specified herein.

This guarantee is valid until <date and time>

Signature and seal of the Guarantors

Name of bank or financial institution

Address

Date

ANNEX:

REQUEST FOR ADDITIONAL INFORMATION

According to Section 51.1 of Law Nr.2003/17, Law on Public Procurement

To: ***Ministry of Environment and Spatial Planning***

WHEREAS [*name of economic operator*] (hereinafter “the Economic Operator”), having received invitation to submit a proposal that will serve as the basis for further negotiations, together with the tender dossier under mentioned Procurement No., believes that additional or clarifying information is needed as follows:

Identification of needed additional or clarifying information, including reference to section(s) of the tender dossier:

THEREFORE, I, the undersigned, representing the Economic Operator hereby request the receipt of the identified information.

Economic Operator Identification	
Company Name	
Full Address	
Represented by:	
Name	
Position	
Signature	
Date	
Stamp	

ANNEX:	LIST OF REQUIRED DOCUMENTS
---------------	-----------------------------------

The following items are **mandatory** for a valid proposal.

Economic operators submitting a proposal must check that the listed items and documents, duly filled in and signed, are included in their proposal:

<i>For the tenderers:</i>	LIST OF REQUIRED DOCUMENTS
<i>For the contracting authority:</i>	CHECKLIST FOR FORMAL/ADMINISTRATIVE REQUIREMENTS TO TENDERS³
- A proposal of operational plan in original + 2 copies	
- Form of the proposal of operational plan fulfilled and signed	
- Security of the tender in compatibility with the requirements of tender dossier	
- Insurance Policy in cases of any accident for covering the afflicted damages	
- Business certification (serves for local companies)	
- Proves on the payment of taxes at least for last quarterly (serves for local companies)	
- References for accomplished same activities	
- List of engagement professional staff evidences with employment contracts	
- Adequate equipments for offering the required task	

³ The contracting authority will check that all required documents according to this list are submitted and that no reservation to the tender dossier conditions are made by the economic operators submitting a proposal

ANNEX: **SUB-CRITERIA FOR CONTRACT AWARD**
most economically advantageous proposal

DEFINITION & WEIGHTING

FOR the lot

Categories		Sub-criteria Description	Weight ⁴	Evaluation method
1	Price	Score <100x50%> for the proposal with lowest price. The proposal score is calculated proportionally on price	50 %	$P = \frac{P_s}{P_t} \times [100x\%]^5$
2	Completion period (dynamic plan)	[Points 100x50% for the tender for shorter services. The tender points are accounted proportionally (in days)]	50 %	$D = \frac{D_t}{D_{sh}} \times [100x\%]^6$
			100 %	

⁴ Weight assigned to each criterion (in % - the total of all weights shall be equal to 100)

⁵ where P = Score for the tender, P_s= Lowest Price, P_t = tender price

⁷ ku D = Pikët për tenderin, D_{sh}= dërgesa më e shkurtër, D_t = dërgesa e tenderit

PROPOSAL FORM

To: **Ministry of Environment and Spatial Planning**

(hereinafter "the Contracting Authority")

Having examined the Tender Dossier under the above mentioned Procurement No., including Annexes, we hereby submit our proposal that will serve as the basis for further negotiations, in accordance with the requirements and specifications stated in the Tender Dossier.

Our **proposal** encompasses the following documents:

- This Proposal Form completed with proposed price(s) and signed by us (on paper)
- Description of the offered services
- Documentary evidence (on paper) according to List of Required Documents attached to the Tender Dossier as Annex
- Description of how the proposal fulfils the contract award criteria

[**Tender security** is posted in the form and fulfilling the requirements as stated in the tender dossier.]

The **total proposal price** for provision of such services on the said conditions is:

Total proposal price in figures:<insert amount in figures>€

and in words:<insert amount in words> euro

If our proposal is accepted as amended during the conducted negotiations, we will post the **performance security** in the form and fulfilling the requirements as stated in the tender dossier.

Our proposal is **valid** for a period of <insert number> calendar days from the deadline for submission of proposals as stated in the tender dossier, and is binding upon us as the basis for further negotiations at any time before the expiry of the validity period.

We understand that the decision made by the Contracting Authority on award of the contract and publication of that decision by the **Contract Award Notice**:

- is **not** constituting a binding contract, and
- that at least 3 business days shall pass from publication of the Contract Award Notice, before the contract may be signed, according to Section 24.3 of Law No. 2003/17.

Economic Operator Identification	
Company Name	
Full Address	
Represented by:	
Name	
Position	
Signature	
Date	
Stamp	

Attachment to Proposal Form: PRICE SPECIFICATION

Item No.	Description	Unit	Quantity	Unit price, €	Total, €
1	Elimination of the mixture of hazardous wastes of the process of naphtha refining	Lit.	64800		
2	Treatment of package (PVC – Canister) from 17 Kg	quantity	3411		
Total amount					

Economic Operator Identification	
Company Name	
Signature	
Date	

Attachment to Proposal Form: FINANCIAL IDENTIFICATION

ACCOUNT HOLDER

Name

Address

City

Post Code

Contact

Telephone

Fax

E-mail

VAT number

BANK

Name

Address

City

Post Code

Country

Bank Account

IBAN (optional)

BIC (Optional)

REMARKS:

**BANK STAMP+SIGNATURE of BANK
REPRESENTATIVE (Both Obligatory)**

**DATE + SIGNATURE of ACCOUNT
HOLDER: (Obligatory)**

EXHIBIT D
LAKE CHARLES CITGO (LCC)
CAUSTIC QUOTE October 29, 2008
(Effective 1/1/09)

1. Standard pricing per gallon of material is identified below. This pricing assumes the material specifications for other constituents are within parameters detailed in Section 4 below. To date, tests of material are within these parameters. Parties agree to negotiate in good faith to determine pricing for material when chemical composition does not meet these parameters.

Sulfidic Caustic/Phenolic Caustic: \$.51 (plus fuel surcharge)
Napthenic Caustic \$.46 (plus fuel surcharge)

2. Fuel Surcharge: All pricing above is based on \$ 2.90 per gallon for diesel. At the beginning of every month, CES will apply a fuel surcharge to increase or decrease the charge rate per gallon by \$.000167 for every \$.01 change in diesel fuel cost reported by the Energy Information Administration (Gulf Coast No 2 Diesel Ultra Low Sulfur (0-15 ppm) Retail Sales by All Sellers (Cents per Gallon)). This information is available at the following web address:

http://tonto.eia.doe.gov/dnav/pet/pet_pri_gnd_dcus_r30_w.htm.

3. All pricing includes the following: Dedicated barge service where CES takes possession of material FOB, Citgo facility in Lake Charles.
4. Pricing incorporates safety factors to minimize or eliminate service interruptions including:
- a. multiple outlets to place the material into end service
 - b. dedicated barge - 10,000 bbl (420,000 gallons)
 - c. backup CES storage tank - 10,000 bbl (420,000 gallons)
 - d. truck tanker transportation service if necessary

5. Caustic Solution Specifications Acceptable Range (Wt %)

a. Sodium chloride (Na Cl) weight percent	0 – 0.3
b. Sodium carbonate (Na ₂ CO ₃) weight percent	0 – 3
c. Dissolved oils (hydrocarbons)	0 – 0.1
d. Sodium sulfide (Na ₂ S)	0 – 5.0
e. Sodium hydrosulfide	0 – 5.0
f. Free oils	No visible organic layer (sheen) on top or bottom

6. Within the term of this agreement, Company agrees to the extent practical and consistent with good business practice, to operate in good faith to provide Contractor with approximately 400,000 gallons or more monthly. Parties mutually covenant and agree that this is not a guarantee of volume and that if actual volume is less there is no negative consequence to the Company.



10/29/08

EXHIBIT D
LAKE CHARLES CITGO (LCC)
CAUSTIC QUOTE October 29, 2008
(Effective 1/1/09)

1. Standard pricing per gallon of material is identified below. This pricing assumes the material specifications for other constituents are within parameters detailed in Section 4 below. To date, tests of material are within these parameters. Parties agree to negotiate in good faith to determine pricing for material when chemical composition does not meet these parameters.

Sulfidic Caustic: \$.49 (plus fuel surcharge)
Phenolic Caustic: \$.54 (plus fuel surcharge)
Napthenic Caustic \$.46 (plus fuel surcharge)

2. Fuel Surcharge: All pricing above is based on \$ 2.90 per gallon for diesel. At the beginning of every month, CES will apply a fuel surcharge to increase or decrease the charge rate per gallon by \$.000167 for every \$.01 change in diesel fuel cost reported by the Energy Information Administration (Gulf Coast No 2 Diesel Ultra Low Sulfur (0-15 ppm) Retail Sales by All Sellers (Cents per Gallon)). This information is available at the following web address:

http://tonto.eia.doe.gov/dnav/pet/pet_pri_gnd_dcus_r30_w.htm.

3. All pricing includes the following: Dedicated barge service where CES takes possession of material FOB, Citgo facility in Lake Charles.
4. Pricing incorporates safety factors to minimize or eliminate service interruptions including:
- a. multiple outlets to place the material into end service
 - b. dedicated barge - 10,000 bbl (420,000 gallons)
 - c. backup CES storage tank - 10,000 bbl (420,000 gallons)
 - d. truck tanker transportation service if necessary

5. Caustic Solution Specifications Acceptable Range (Wt %)

a. Sodium chloride (Na Cl) weight percent	0 – 0.3
b. Sodium carbonate (Na ₂ CO ₃) weight percent	0 – 3
c. Dissolved oils (hydrocarbons)	0 – 0.1
d. Sodium sulfide (Na ₂ S)	0 – 5.0
e. Sodium hydrosulfide	0 – 5.0
f. Free oils	No visible organic layer (sheen) on top or bottom

6. Within the term of this agreement, Company agrees to the extent practical and consistent with good business practice, to operate in good faith to provide Contractor with approximately 400,000 gallons or more monthly. Parties mutually covenant and agree that this is not a guarantee of volume and that if actual volume is less there is no negative consequence to the Company.


10/29/08

EXHIBIT D
LAKE CHARLES CITGO (LCC)
CAUSTIC QUOTE October 29, 2008
(Effective 1/1/09)

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http://tonto.eia.doe.gov/dnav/pet/pet_pri_gnd_dcus_r30_w.htm.

3. All pricing includes the following: Dedicated barge service where CES takes possession of material FOB, Citgo facility in Lake Charles.

4. Pricing incorporates safety factors to minimize or eliminate service interruptions including:

- a. multiple outlets to place the material into end service
- b. dedicated barge - 10,000 bbl (420,000 gallons)
- c. backup CES storage tank - 10,000 bbl (420,000 gallons)
- d. truck tanker transportation service if necessary

5. Caustic Solution Specifications Acceptable Range (Wt %)

- | | |
|---|--|
| a. Sodium chloride (Na Cl) weight percent | 0 – 0.3 |
| b. Sodium carbonate (Na ₂ CO ₃) weight percent | 0 – 3 |
| c. Dissolved oils (hydrocarbons) | 0 – 0.1 |
| d. Sodium sulfide (Na ₂ S) | 0 – 5.0 |
| e. Sodium hydrosulfide | 0 – 5.0 |
| f. Free oils | No visible organic layer
(sheen) on top or bottom |

6. Within the term of this agreement, Company agrees to the extent practical and consistent with good business practice, to operate in good faith to provide Contractor with approximately 400,000 gallons or more monthly. Parties mutually covenant and agree that this is not a guarantee of volume and that if actual volume is less there is no negative consequence to the Company.



10/29/08



CITGO Petroleum Corporation

Lake Charles Operations
Box 600
Lake Charles, LA 70602

November 24, 2008

CES Environmental
4904 Griggs Road
Houston, TX 77021

Attention: Gregg Bowman

Subject: Transmittal of Change Order for Execution
Outline Agreement No. 4600006002 Change Order Three (3)

This letter shall serve as formal notification that Outline Agreement No. 4600006002 is hereby changed to incorporate the following CITGO Petroleum Corporation changes:

- The contract has been extended from January 01, 2009 and will expire on December 31, 2011.
- This contract will consist of the transportation of spent caustic (Phenolic, Sulfidic, and Naphthenic) per Exhibit D (dated October 29, 2009).

The terms and conditions forming the original agreement are made a part of this Change Order and shall remain in full force and effect except to the extent modified herein above.

Prior to CITGO making payment for the changes set forth herein, Contractor shall execute this Change Order in the space designated below and return this document to the following address marked to the attention of the undersigned.

CITGO Petroleum Corporation
Attention: Randy Woolwine
P. O. Box 600
Lake Charles, Louisiana 70602

Sincerely,

Randy Woolwine
Purchasing Agent

AGREED TO AND ACCEPTED BY:

CES Environmental

By: [Signature]

Title: VP Finance & Admin

Date: 11/25/08

EXHIBIT D
LAKE CHARLES CITGO (LCC)
CAUSTIC QUOTE October 29, 2008

~~(11/1/08)~~

1. Standard pricing per gallon of material is identified below. This pricing assumes the material specifications for other constituents are within parameters detailed in Section 4 below. To date, tests of material are within these parameters. Parties agree to negotiate in good faith to determine pricing for material when chemical composition does not meet these parameters.

Sulfidic Caustic: \$.49 (plus fuel surcharge)
Phenolic Caustic: \$.54 (plus fuel surcharge)
Napthenic Caustic \$.46 (plus fuel surcharge)

2. Fuel Surcharge: All pricing above is based on \$ 2.90 per gallon for diesel. At the beginning of every month, CES will apply a fuel surcharge to increase or decrease the charge rate per gallon by \$.000167 for every \$.01 change in diesel fuel cost reported by the Energy Information Administration (Gulf Coast No 2 Diesel Ultra Low Sulfur (0-15 ppm) Retail Sales by All Sellers (Cents per Gallon)). This information is available at the following web address:

http://tonto.eia.doe.gov/dnav/pet/pet_pri_gnd_dcus_r30_w.htm.

3. All pricing includes the following: Dedicated barge service where CES takes possession of material FOB, Citgo facility in Lake Charles.

4. Pricing incorporates safety factors to minimize or eliminate service interruptions including:

- a. multiple outlets to place the material into end service
- b. dedicated barge - 10,000 bbl (420,000 gallons)
- c. backup CES storage tank - 10,000 bbl (420,000 gallons)
- d. truck tanker transportation service if necessary

5. Caustic Solution Specifications Acceptable Range (Wt %)

- | | |
|---|--|
| a. Sodium chloride (Na Cl) weight percent | 0 - 0.3 |
| b. Sodium carbonate (Na ₂ CO ₃) weight percent | 0 - 3 |
| c. Dissolved oils (hydrocarbons) | 0 - 0.1 |
| d. Sodium sulfide (Na ₂ S) | 0 - 5.0 |
| e. Sodium hydrosulfide | 0 - 5.0 |
| f. Free oils | No visible organic layer
(sheen) on top or bottom |

6. Within the term of this agreement, Company agrees to the extent practical and consistent with good business practice, to operate in good faith to provide Contractor with approximately 400,000 gallons or more monthly. Parties mutually covenant and agree that this is not a guarantee of volume and that if actual volume is less there is no negative consequence to the Company.


10/29/08

D23:71707

EPAHO093000035



CITGO Petroleum Corporation

Lake Charles Operations
Box 600
Lake Charles, LA 70602

January 19, 2009

CES Environmental – MEK/Toluene Mixture Transport
GREGG BOWMAN
4904 Griggs Road
Houston, TX 77021

Subject: Transmittal of Change Order for Execution for OA#4600006473 CO#2

This letter shall serve as formal notification that Outline Agreement No. 4600006473 is hereby changed to incorporate the following CITGO Petroleum Corporation changes:

- The attached, Exhibit M (Internal Combustion Engines) has been incorporated as part of your contract because of a requirement for industry to meet EPA Standards for emission control effective January 15, 2009.

The terms and conditions forming the original agreement are made a part of this Change Order and shall remain in full force and effect except to the extent modified herein above.

Contractor shall execute this Change Order in the space designated below and return this document to the following address marked to the attention of the undersigned.

CITGO Petroleum Corporation
Attention: Mike Stillings
P. O. Box 600
Lake Charles, Louisiana 70602

CITGO Petroleum Corporation

By: _____

Print Name: Mike Stillings

Title: Procurement Manager

Date: February 19, 2008

CES Environmental

By: 

Print Name: Gregg Bowman

Title: VP Envrn & Admin.

Date: 1/26/09

**EXHIBIT M:
Internal Combustion Engines**



CITGO Petroleum Corporation

Lake Charles Complex
Box 1562
Lake Charles, LA 70602

All stationary Reciprocating Internal Combustion Engines (RICE), gas or diesel, which will be brought on site at CITGO Petroleum Corp LCMC must meet EPA emission standards for RICE applicability for each engine. An inspection and designation program will be implemented by the Rental Yard and the Environmental Protection Department (EPD) to help distinguish engines that been proven by the owner or rental agency to have been certified by the manufacturer to meet the RICE emission limits. Engines to be brought into LCMC by anyone without going through the Rental Yard must, prior to being brought on site, provide manufacturer certification to EPD and be given permission to come on site.

~~LOST~~ - Demurrage
& CREDITS

Knut.

Zacht Systems



Sparco™

File Folders

SP111-1/3

EPAHQ093000039



Good Move

MILLER TRANSPORTERS, INC.
P.O. Box 1123 • Jackson, MS 39215-1123
Phone (601) 922-8331 • Fax (601) 923-2535
WWW.MILLERT.COM

CUSTOMER: 3179201M

ATTN: SHANA WARD

HOUSTON, TX 77070

TARIFF	INVOICE DATE	INVOICE #
9057	04/16/08	12854A
TRAILER #	TRAILER #	SPAC
5929	21-1925	MITN

COMP NO: 12854

PAGE 1

From *Tulsa* → *Port Arthur*
To *Tulsa* ← *Port Arthur*
Loading

PUV Date	Miller BL #	Term	Destination	Trp #	Product CD	Rate	Charges
Del Date	Rate	Quantity	Unit	Rate	Charges		
SHIPPED FROM:			PORT ARTHUR, TX				
03 31	12854	16	TULSA, OK	76592 HBA			
04 01	4500492514-1		ETHYLENE GLYCOL	401.60 CWT		3.270	
			MILEAGE RATE:	502 MILE			1641.54
			-ACCESSORIAL CHARGES-				
04 01	12854	16	EXCESS UNLOAD TIME	4.50 HOUR		70.00	315.00
04 01	12854	16	TANK CLEAN CHARGE	1.00 EACH		200.00	200.00
04 01	12854	16	TOLL CHARGE	1.00 EACH		32.00	32.00
04 01	12854	16	FUEL SURCHARGE	1.00 EACH		361.44	361.44
			0.7200/MILE 502 MILES				
PO 4500492514							
DATE REC'D APR 21 2008							
ORDER NBR Misc 408 (23867)							
APPROVED <i>[Signature]</i>							
DATE DUE 12/15							
DATE PAID							
CHECK NBR							
??KAREN @800-MILLERT ext 256, klee@millert.com							
AMOUNT DUE IN U.S. DOLLARS						2549.98	

PLEASE PAY FROM THIS INVOICE AND REFERENCE INVOICE NUMBER

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT • TERMS NET 15 DAYS



Good Move

PLEASE REMIT TO:
MILLER TRANSPORTERS, INC.
P.O. Box 1123
Jackson, MS 39215-1123

INVOICE #	INVOICE DATE	AMOUNT DUE IN U.S. DOLLARS
12854A	04/16/08	2549.98

Comp No: 12854

EPAHO093000040

Good Move



MILLER TRANSPORTERS, INC.
 P.O. Box 1123 - Jackson, MS 39215-1123
 Phone (601) 922-8331 - Fax (601) 923-2535
 WWW.MILLERT.COM

CUSTOMER: 3179201M

ATTN: SHANA WARD

HOUSTON, TX 77070

1st Truck Part 2

TARIFF	INVOICE DATE	INVOICE #
5929	04/23/08	12854B
TRACTOR #	TRAILER #	SEAL
	21-1925	MITN

COMP NO: 12854

PAGE 1

From Tulsa
 Rejected
 To Port Arthur

PU Date	Miller BL #	Term	Destination	Trip #	Product CD		
Del Date	Reference #		Commodity	Quantity	Unit	Rate	Charges
	SHIPPED FROM:		PORT ARTHUR, TX				
	12854	16	ADD'L BILL-OMITTED ON	ORIG INV 12854A			
			TULSA, OK				
			-ACCESSORIAL CHARGES-				
04 01	12854	16	REFUSAL OR RETURN	502.00 EACH		1.75	878.50
	4500492514-1						
04 01	12854	16	FUEL SURCHARGE	1.00 EACH		361.44	361.44
	PO 4500492514						
DATE REC'D APR 28 2008							
ORDER NBR Misc 4/08 (23865)							
APPROVED [Signature]							
DATE DUE N/15							
DATE PAID							
CHECK NBR							
??KAREN 8800-MILLER ext 266, klee@millert.com							
AMOUNT DUE IN U.S. DOLLARS							1239.94

PLEASE PAY FROM THIS INVOICE AND REFERENCE INVOICE NUMBER

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT - TERMS NET 15 DAYS

Good Move



PLEASE REMIT TO:
 MILLER TRANSPORTERS, INC.
 P.O. Box 1123
 Jackson, MS 39215-1123

INVOICE #	INVOICE DATE	AMOUNT DUE IN U.S. DOLLARS
12854B	04/23/08	1239.94

Comp No: 12854

EPAHO093000041

Kelli Lofton

From: Gary Lenertz
Sent: Wednesday, May 07, 2008 1:49 PM
To: Knut Scharning; Kelli Lofton
Subject: RE: Last demurrage truck on the returned/ R MEG

I support deducting this bill. The glycol was clearly off spec due to strong hydrocarbon odor.

Regards,

Gary Lenertz

glenertz@cesenvironmental.com

From: Knut Scharning [mailto:knutsolo@sbcglobal.net]
Sent: Wednesday, April 30, 2008 4:26 PM
To: Gary Lenertz; Kelli Lofton
Subject: Last demurrage truck on the returned/ R MEG

To : Garry
Cc : Kelly

Howdy

Below is the bill for the last truck that showed up but did not load the Reclaimed MEG that had Oder
Pls confirm this can be deducted also

Attachment

BRGDS
Gulf Stream Tanker Chartering, LLC.
Knut A. Scharning
Phone 713 869 4657 Cell 713 291 0044 Fax 713 862 3199
Email: knutsolo@sbcglobal.net
IM Yahoo: shipknut



OXYDE CHEMICALS, INC.

225 PENNBRIGHT DRIVE, SUITE 101, HOUSTON, TEXAS, 77060 U.S.A. ~ TEL: (281) 674-9100 ~ FAX: (281) 674-9172

DEMURRAGE INVOICE

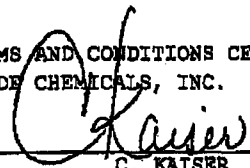
BILL TO:
GULF STREAM TANKER CHARTERING
ATTN: KNOT SCHARNING
828 HEIGHTS BLVD.
HOUSTON, TX 77007

INVOICE NO.:



INVOICE NO. : 101285ADI
INVOICE DATE : April 10, 2008
CONTRACT NO. : 101285
P.O. NUMBER : 3471 & 3473
SHIPPED FROM: PORT ARTHUR, TX
PAYMENT TERMS : UPON RECEIPT

SHIPMENT DATE : March 28, 2008
DOE DATE : UPON RECEIPT
RELEASE NO : GSTC-0325A & GSTC-0325B
SHIPPED VIA : WYNNE 3371 & 3428
INCOTERMS : FOB PORT ARTHUR, TX

DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
LOADING DELAYS		USD 1,412.62	USD \$1412.62
SUPPORTING DOCUMENTS ATTACHED			
TERMS AND CONDITIONS CERTIFIED TRUE AND CORRECT OXYDE CHEMICALS, INC.			
BY: 		PAY THIS AMOUNT	USD \$1,412.62

PAYMENT INSTRUCTIONS VIA WIRE TRANSFER TO:

☒ REMIT TO WELLS FARGO BANK, HOUSTON, TX, ABA NO. 121000248 TO CREDIT OXYDE CHEMICALS, INC.
ACCOUNT NO. 4159750017

We Reserve the right to add a finance charge for any invoice paid after due date at the rate of 1% per month.

EPAHO093000043

DATE 3-25-08 NO. 42570

KMTX
P.O. BOX 1421
2450 S. GULFWAY DRIVE
PORT ARTHUR, TEXAS 77640

ID 3371

GROSS 32560 lb INBOUND

03/25/2008 09:18AM

ID 3371

GROSS 77360 lb

TARE 32560 lb RECALLED

NET 44800 lb

03/25/2008 12:24PM

DRIVER ON ☒ OFF ☐

WEIGHED BY [Signature]

Certified Original by TripPak Online 9, 7 at 08:56:27 03-28-2008 at 13 for WYNT 1309587756

1852846

Rich Behrendts

From: Cheryl Kelsner (ckelsner@wyneusa.com)
 Sent: Monday, March 24, 2008 10:07 AM
 To: Karl Behrendts; Rich Behrendts; Phil Norbin
 Subject: Dwyer 101271 (303466) - 6 TTS Redlined MEGS - Shipping Instructions
 Importance: High

Karl Behrendts

The shipping instructions for the referenced order are noted below:

PLEASE WAIT INSPECTION ON TRUCKS 3, 4, 5 & 6

Commodity: Redlined MEGS
 Carrier: Wyne Transportation
 Pick up location: KATX
 2400 S. Oakley Drive
 Fort Worth, TX 76140
 Phone: 409-915-0200

Pick up date & time: 3/26/08 @ 1:00 PM - pick up 6 TTS Redlined MEGS
 Truck # 1: 123.08 @ 1:00 PM - pick up 6 TTS Redlined MEGS
 Truck # 2: 123.08 @ 1:00 PM - pick up 6 TTS Redlined MEGS

Truck # 3: 123.08 @ 1:00 PM - pick up 6 TTS Redlined MEGS
 Truck # 4: 123.08 @ 1:00 PM - pick up 6 TTS Redlined MEGS
 Truck # 5: 123.08 @ 1:00 PM - pick up 6 TTS Redlined MEGS
 Truck # 6: 123.08 @ 1:00 PM - pick up 6 TTS Redlined MEGS

Truck # 7: 123.08 @ 1:00 PM - pick up 6 TTS Redlined MEGS
 Truck # 8: 123.08 @ 1:00 PM - pick up 6 TTS Redlined MEGS
 Truck # 9: 123.08 @ 1:00 PM - pick up 6 TTS Redlined MEGS
 Truck # 10: 123.08 @ 1:00 PM - pick up 6 TTS Redlined MEGS

Special Instructions:
 1) Please add PCN 3471 to the bill of lading and certificate of origin.
 2) Please provide Dwyer with a scale ticket bill of lading and certificate of analysis.
 3) Bill of lading instructions:
 Ship from Address: [REDACTED]

Ship to Address

TRIP NO. 1852846
 Please indicate trip number on all inquiries for correspondence.

DRIVER: [REDACTED]
 TRACTOR: [REDACTED]
 TRAILER: [REDACTED]
 ASSIGNED: [REDACTED]
 INFO SRVT: [REDACTED]

Instructions for Wyne Transportation

Railway date & time

Truck # 1: Tue 3:03 AM @ 1:00 PM
 Truck # 2: Tue 3:03 AM @ 2:00 PM

Truck # 3: Wed 3:03 AM @ 1:00 PM
 Truck # 4: Wed 3:03 AM @ 2:00 PM

Truck # 5: Thu 3:03 AM @ 1:00 PM
 Truck # 6: Thu 3:03 AM @ 2:00 PM

Best Regards,

3247008

Wyne

P.O. Box 8700 Dallas, Texas 75208-0700

(940) 862-4001

CONSIGNEE DELIVERY
ACKNOWLEDGEMENT

Date: 3/26/08

Bill of Lading # GSTC-0325B

Trip # 1852846

ATTENTION CUSTOMER: Due to the possibility of a product contamination or product spill which could result in your dissatisfaction and the inconvenience of all parties involved, we request that you:

1. Check the Bill of Lading(s) to make sure the product being received is the product ordered and that the driver has verbally identified the product that matches the Bill of Lading.
2. Check the appropriate storage tank, in the presence of the driver, to insure that the tank will hold the quantity ordered.
3. Check to see that all necessary valves are open to the storage tank by either having the valves open or instructing the driver which valves to open and/or close.
4. Identify, with the driver, which line is to be used during unloading and check to see that the driver has unloading hoses connected to the correct receiving line.
5. Give the driver authorization to proceed with unloading.
6. Consignee must furnish personnel to assist driver during unloading process.

I, the undersigned, have checked the Bill of Lading. I hereby acknowledge that the product being received is as ordered and the storage tank(s) will hold the quantity ordered. I also acknowledge that the driver, in my presence, connected the unloading hose to the correct receiving line for product being delivered, and I assisted driver in unloading/loading.

Customer Representative Name (Please Print)

Rich Behrendts

Customer Representative Signature

3/26/08

Date

3/26/08

Certified Original by TripPak Online 11, E at 08:36:33 03-26-2008 at 13 for WYNT 1303587758

EPAHO093000045



DELAY REPORT



P.O. Box 5700 Omaha, Nebraska 68128-0700 Phone: (402) 342-4001

* USE MILITARY TIMES *

☐ LOADING REPORT

☐ UNLOADING REPORT

SCHEDULED

LOADING

TIME: 0945

SCHEDULED

DELIVERY

TIME: _____

☐ EQUIPMENT BREAKDOWN

☐ SHOP TIME/MISC.

TRIP #

1852846

BILL OF

LADING #

BSTC-03258

TRACTOR #

2027

TRAILER #

3428

DATE:

3/25/08

SHIPPER:

KMTX

CONSIGNEE:

ORIGIN:

DESTINATION:

Time of
Arrival

0945

0945

REASON FOR
DELAY (REQUIRED)

Arrived 0945-Told wait till 1345-
scaled then wait for another TRK.
to finish loading-started loading 1430
Finished loading 1600

Started

←(Start Loading 1430)

FOR OFFICE USE ONLY
TOTAL HOURS

Finished

1600

DRIVER: MACRO SO ALSO REQUIRED FOR PAYMENT/BILLING

COPY DISTRIBUTION: office - white, customer - yellow, driver - pink

CUSTOMER SIGNATURE (Required for loading/unloading only)

Samuel Roman

Michael Wallace

DRIVER

SIGNATURE OF SHIPPER OR CONSIGNEE'S AGENT, ACKNOWLEDGES ABOVE STATEMENT AS CORRECT

OFFICE

Certified Original by TripPak Online 11.2 at 06:56:32 03-28-2008 at 13 for WYNT 1303687758

No. 20463

Date 03-26-08

Inbound Time 07:22 AM

Truck# 3428

Transaction 1

Weight 75680 lb

Date

3/26/08

Time

7:22

Seller

Buyer

Address

City

State

ZIP

Commodity

CG

Price

Remarks

Date 03-26-08

Inbound Time 07:22 AM

Outbound Time 09:15 AM

Truck# 3428

Transaction 1

Gross 75680 lb

Tare 32220 lb

Net 43460 lb

75,680

32,220

43,460

Driver ☐ ON ☒ OFF

Weight

43,460

Certified Original by TripPak Online 11.3 at 06:58:32 03-28-2008 at 13 for WYNT 1303687758

EPAHO093000046

DATE 3-25-08 NO. 42591

KMTBX
P.O. BOX 1421
2450 S. GULFWAY DRIVE
PORT ARTHUR, TEXAS 77640

ID 3428

GROSS 32480 lb INBOUND
03/25/2008 01:140PM

ID 3428

GROSS 75700 lb
TARE 32480 lb RECALLED
NET 43220 lb

03/25/2008 04:01PM

DRIVER ON ☐ OFF ☒

WEIGHED BY

Amelia Doman

75700
32480
43220

Certified Original by TripPak Online 11, 4 at 06:58:33 03-26-2008 at 13 for WYNT 1303697758

EPAHO093000047



DELAY REPORT



P.O. Box 5700 Omaha, Nebraska 68106-0700 Phone: (402) 546-4001

18 5 23/5

☐ LOADING REPORT ☐ UNLOADING REPORT
SCHEDULED ☒ A.M. SCHEDULED ☐ A.M.
LOADING TIME: 8:30 DELIVERY TIME: ☐ P.M.
☐ EQUIPMENT BREAKDOWN ☐ SHOP TIME/MISC.

BILL OF LADING # 3471
TRACTOR # 2421
TRAILER # 3371
DATE: 3-25-08

SHIPPER: K.M. Tex. CONSIGNEE:
ORIGIN: Port Arthur TX DESTINATION:

Time of Arrival	8:10	<input checked="" type="checkbox"/> A.M. <input type="checkbox"/> P.M.	REASON FOR DELAY (REQUIRED)	Product not ready
Started	10:40	<input checked="" type="checkbox"/> A.M. <input type="checkbox"/> P.M.		
Finished	12:45	<input type="checkbox"/> A.M. <input checked="" type="checkbox"/> P.M.	FOR OFFICE USE ONLY TOTAL HOURS	
DRIVER: one copy for customer - gold / two copies for our office - yellow, white / one copy for driver - pink			CUSTOMER SIGNATURE DRIVER	

SIGNATURE OF SHIPPER OR CONSIGNEE'S AGENT, ACKNOWLEDGES ABOVE STATEMENT AS CORRECT

Certified Original by TripPak Online 8.4 at 06:56:25 03-28-2008 at 13 for WYNT 1303597756

[Redacted]		No. 20455	
[Redacted]		Date 03-25-08	
[Redacted]		Inbound Time 03:12 PM	
[Redacted]		Truck# 3371	
[Redacted]		Transaction 1	
[Redacted]		Weight 77200 lb	
Date	3/25/08	Time	3:12
Seller			
Buyer			
Address			
City		State	ZIP
Commodity	EG		
Price			
Remarks			
Driver	<input type="checkbox"/> ON <input checked="" type="checkbox"/> OFF		
Weight	62000 lbs		

Date 03-25-08
Inbound Time 03:12 PM
Outbound Time 05:31 PM
Truck# 3371
Transaction 1
Gross 77200 lb
Tare 32350 lb
Net 44850 lb

Certified Original by TripPak Online 8.2 at 06:56:24 03-28-2008 at 13 for WYNT 1303597756

04/05/2008 00:29

INVOICE

Change for Brian
for credit

01-Apr-2008

DBA

Invoice No. 14297

09-28-08

Customer

Fixed

Customer

Ref Sales

PO No. 3471 & 3473

Order: 500213DP

Bill To:

Ship To:

Territory
Ship Via

Sales Person

FOB

Item Key	Location	Price	USD	Ship Qty	Extension	Tax	Discount	Shipment no
		0.004700	46,240.0000		217.33			25791
H160 - FILTERING CHARGE		EA	EA					
		0.004700	43,780.0000		205.77			25791
H160 - FILTERING CHARGE		EA	EA					
		0.004700	44,540.0000		210.75			25791
H160 - FILTERING CHARGE		EA	EA					
		0.004700	46,380.0000		217.05			25791
H160 - FILTERING CHARGE		EA	EA					
		0.004700	42,920.0000		201.72			25791
H160 - FILTERING CHARGE		EA	EA					
		50.000000	4,000		200.00			25791
H20-OVERTIME-SUPERVISOR		EA	EA					
		40.000000	4,000		150.00			25791
H20 - OVERTIME - WAREHOUSE/SHIPPING		EA	EA					

Terms 30R
Net 30 Days
Customer Country
Customer Tax Id
Comment

Bright 0.00
Tax Total 0.00
Discount Total 0.00
Invoice Total 1,412.62
USD

EG TRUCKS

PO 3471 AND 3473
OVER TIME FOR ONE LOAD

Page 1 of 1

EPAHO093000049

Rich Behrends

From: Cheryl Fisher (cheryl@wynt.com)
Date: Monday, March 24, 2008 10:07 AM
To: Karl Behrends, Rich Behrends, Phil Marken
Subject: Cuyahoga #1271 (308480) - 8 TTS Redhead MEG - Shipping Instructions
Import/Export: High

Kindly Mail,

The shipping instructions for the referenced order are noted below:

PLEASE READ INSTRUCTIONS ON TRUCKS 3, 4, 5 & 6

Commodity: Redhead MEG
Carrier: Wynt Transportation
Pick up location: KMTX
2459 S. Galey Drive
East Jordan, TX 77640
Phone: 409-965-4208

Pick up date & time: Tue 3:25 PM @ 150 am - pick up @ GSTC-0121A
Truck # 1: Tue 3:25 PM @ 150 am - pick up @ GSTC-0121A
Truck # 2: Tue 3:25 PM @ 150 am - pick up @ GSTC-0121A

Truck # 3: Tue 3:25 PM @ 150 am - pick up @ GSTC-0121A
Truck # 4: Tue 3:25 PM @ 150 am - pick up @ GSTC-0121A
Truck # 5: Tue 3:25 PM @ 150 am - pick up @ GSTC-0121A

Truck # 6: Tue 3:25 PM @ 150 am - pick up @ GSTC-0121A
Truck # 7: Tue 3:25 PM @ 150 am - pick up @ GSTC-0121A
Truck # 8: Tue 3:25 PM @ 150 am - pick up @ GSTC-0121A

Special Instructions:

- 1) Please add P&H \$171 to the bill of lading and conditions of sale.
- 2) Please provide Cuyahoga with a number (date, bill of lading, and certificate of analysis).
- 3) Bill of lading instructions:

Ship from Address:

Ship to Address:

Instructions for Wynt Transportation:

Delivery date & time:

Truck # 1: Tue 3:25 PM @ 150 am

Truck # 2: Tue 3:25 PM @ 150 am

Truck # 3: Wed 3:25 PM @ 150 am

Truck # 4: Wed 3:25 PM @ 150 am

Truck # 5: Thu 3:25 PM @ 150 am

Truck # 6: Thu 3:25 PM @ 150 am

Best Regards,

3/24/2008

Wynt
TRANSPORTATION
INC. #00000000000000000000

P.O. Box 1700 Orytha, Nebraska 68101-0700

(402) 543-4208

CONSIGNEE DELIVERY ACKNOWLEDGEMENT



Date: 3-25-8

Bill of Lading #: 3471

Trp #: 1852815

ATTENTION CUSTOMER: Due to the possibility of a product contamination or product spill which could result in your dissatisfaction and the inconvenience of all parties involved, we request that you:

1. Check the Bill of Lading(s) to make sure the product being received is the product ordered and that the driver has verbally identified the product that matches the Bill of Lading.
2. Check the appropriate storage tank, in the presence of the driver, to insure that the tank will hold the quantity ordered.
3. Check to see that all necessary valves are open to the storage tank by either having the valves open or instructing the driver which valves to open and/or close.
4. Identify, with the driver, which line is to be used during unloading and check to see that the driver has unloading hoses connected to the correct receiving line.
5. Give the driver authorization to proceed with unloading.
6. Consignee must furnish personnel to assist driver during unloading process.

I, the undersigned, have checked the Bill of Lading. I hereby acknowledge that the product being received is as ordered and the storage tank(s) will hold the quantity ordered. I also acknowledge that the driver, in my presence, connected the unloading hose to the correct receiving line for product being delivered, and I assisted driver in unloading/loading.

Customer Representative Name (Please Print)

Driver's Signature

Customer Representative Signature

Date

Date

Certified Original by TripPak Online 9, B at 08:58:26 03-29-2008 at 13 for WYNT 1303637755

EPAHO093000050

DATE 3-25-08 NO. 42591

KMTBX
P.O. BOX 1421
2450 S. GULFWAY DRIVE
PORT ARTHUR, TEXAS 77640

ID 3428
GROSS 32480 lb INBOUND
03/25/2008 01:40PM

ID 3428
GROSS 75700 lb
TARE 32480 lb RECALLED
NET 43220 lb
03/25/2008 04:01PM

DRIVER ON ☒ OFF ☐

WEIGHED BY

Amelia Doman

75700
32480
43220

Certified Original by TripPak Online 11, 4 at 06:58:33 03-28-2008 at 13 for WYNT 1303597758

Name of Applicant	
CES Environmental Services, Inc. 	
By:	Title
Greg Bowman	VP, Finance & Admin.
Name of Applicant (if any, co-signing with the Applicant above)	
By:	Title
(WHERE SPECIMEN SIGNATURES OF THE APPLICANT NAMED ABOVE ARE NOT ON FILE WITH BANK OF AMERICA, THE FOLOWING SIGNATURE VERIFICATION IS REQUIRED.)	
The above signature of an officer, partner or agent of each Applicant indicated above confirms to that on file with us and such officer, partner or agent is fully authorized to sign this Agreement for such Applicant.	
By:	BANK (Full Name) (Bank Address)
Authorized Signature/Title (Specimen signature of the signer must be on file with Bank of America)	
00-35-0521NSBW 05-2007	

FOR OFFICE USE ONLY			
<input type="checkbox"/> Trade Operations		Mail Code#	
COMMISSION	<input type="checkbox"/> Per Standard Fee Schedule	<input type="checkbox"/> Other	<input type="checkbox"/> Charge Banking Cent
	<input type="checkbox"/> Charge Directly	<input type="checkbox"/> Commissions and Charges only	<input type="checkbox"/> Drawings, Commissions and Charge
APPROVING OFFICER (Printed Name)		PHONE #	
OFFICER TELEPHONE #		FAX #	
DDA APPLICANT A/C #			
APPROVING BANK OFFICER SIGNATURE			
OFFICER – INTEROFFICE ADDRESS			
OFFICER NUMBER AND COST CENTER NUMBER			

Bank of America, N

**Miles to Paper Mills
from Greenville, MS
Storage Terminal**

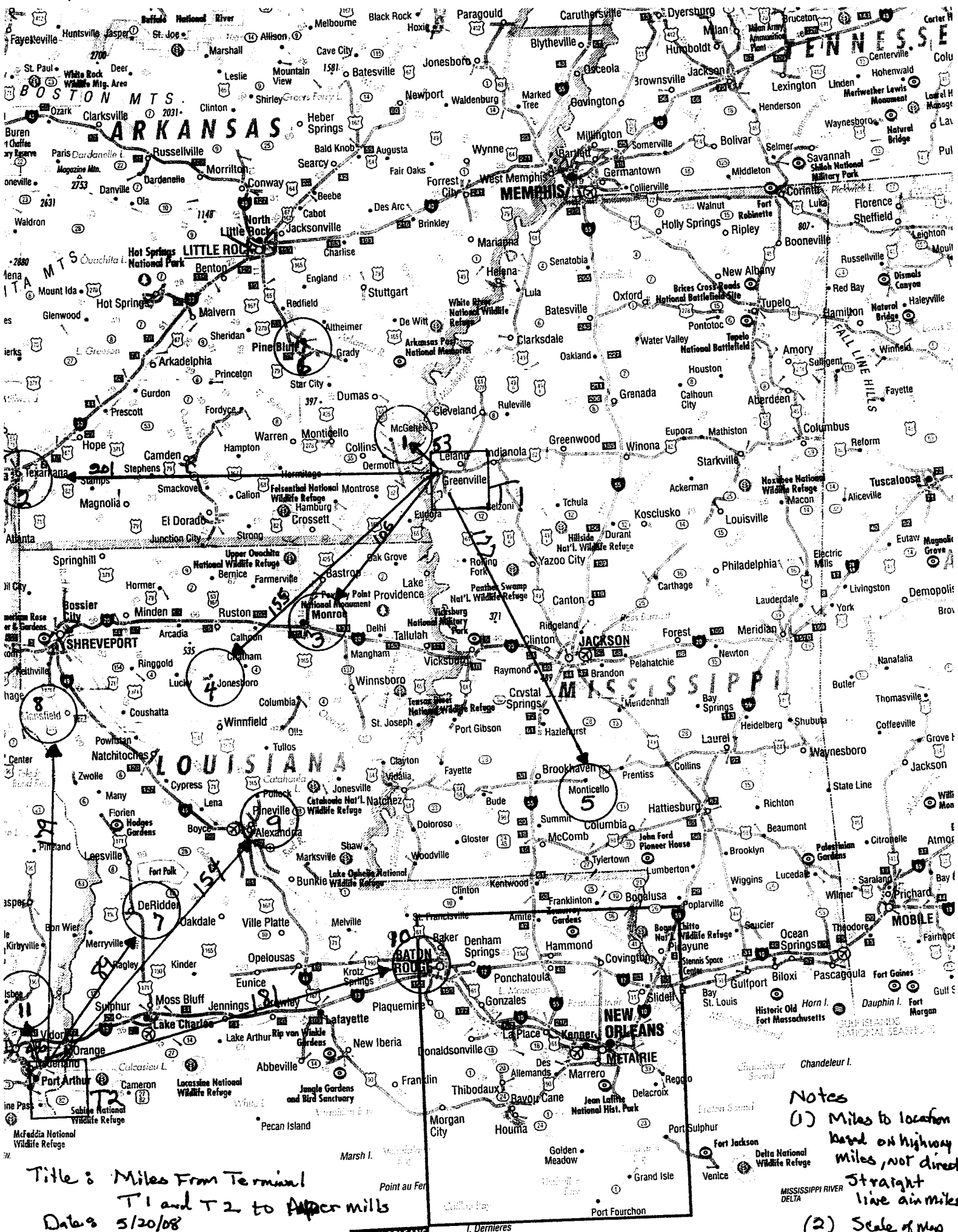
	<u>To</u>	<u>Miles</u>	<u>Service By</u>
1.	Arkansas City, AR (Potlatch)	53	Truck
2.	Texarkana, TX	201	Truck
3.	West Monroe, LA	106	Truck
4.	Hodge, LA	155	Truck
5.	Monticello, MS	177	Truck
6.	Pine Bluff, AR	104	Barge

Average for 5 Sites (1-5) 138 miles from Greenville, MS by truck.

**Miles to Paper Mills
from "KMTEX" Port Arthur, TX
Storage Terminal**

	<u>To</u>	<u>Miles</u>	<u>Service By</u>
7.	De Ridder, LA	89	Truck
8.	Mansfield, LA	179	Truck
9.	Pineville, LA	154	Truck
10.	Baton Rouge, LA	181	Truck
11.	Evadale, TX	46	Truck

- **Average for 5 Sites (7-11) 130 miles from KMTEX (Port, Arthur, TX) by truck.**
- **Average for 4 Sites (7-10) 151 miles from KMTEX.**
- **Average for 3 Sites (7, 8 & 11) 150 miles from KMTEX.**
- **Average for 2 Sites (7 & 8) 134 miles from KMTEX.**

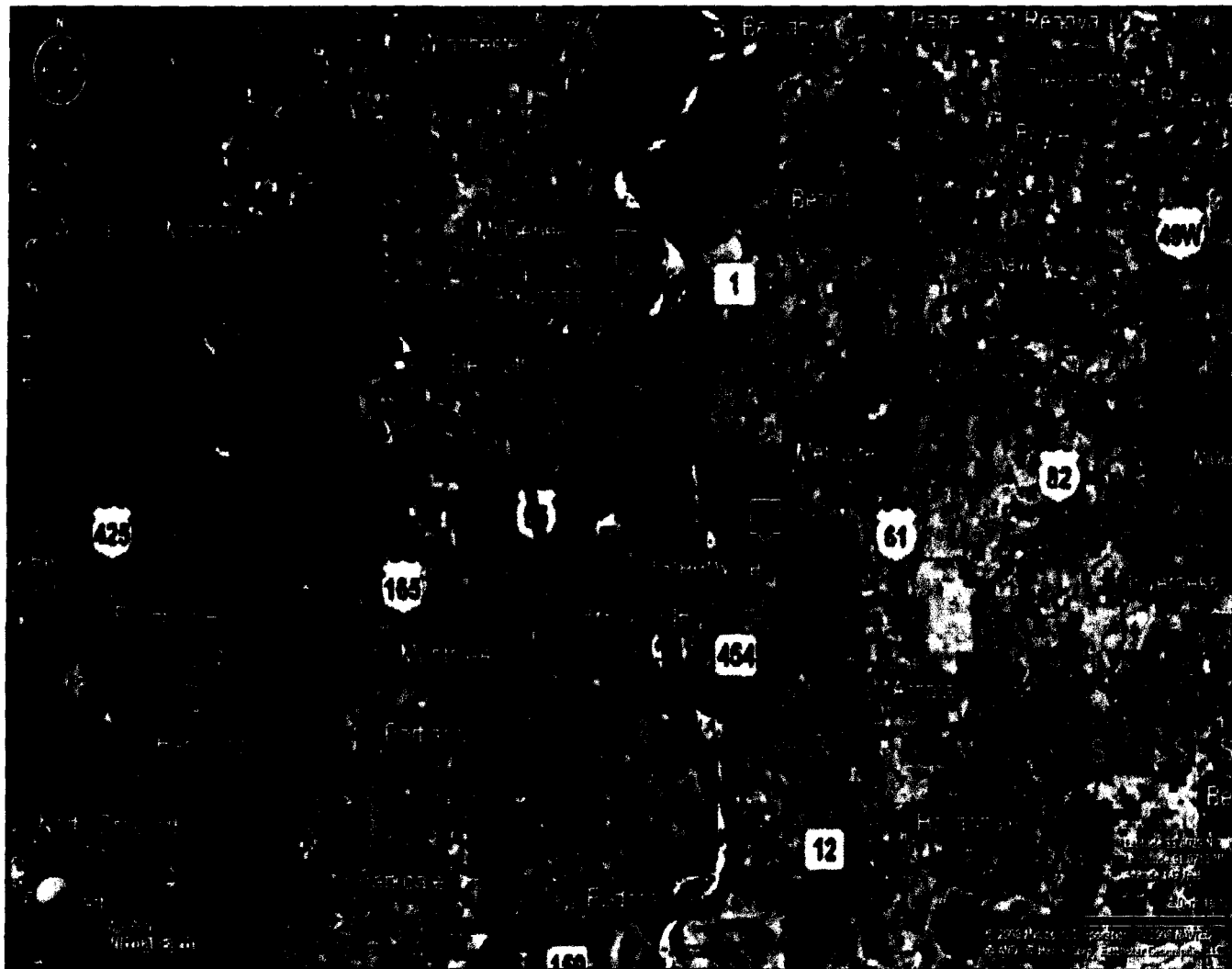


Title: Miles From Terminal
T1 and T2 to Paper Mills
Date: 5/20/08
Service: Bv Tanker (Truck)

Notes
(1) Miles to location
based on highway
miles, not direct
straight
line air miles.
(2) Scale of Map
48 miles/in.

For the best possible print results, click the printer icon on the Live Search Maps page.

Driving directions (abbreviated) : Greenville, Mississippi, United States to Arkansas City, Desha, Arkansas, United States



Start: Greenville, Mississippi, United States

Trip: 53.1 mi, 1 hr 10 min

1. Depart **SR-1 / Martin Luther King Blvd South**
2. Turn **right** onto **E Havana St** 0.2 mi
3. Turn **right** onto **Mortimer Ln** 0.1 mi
4. Turn **left** onto **US-82 / US-278 / US-82 E** 42.1 mi
Entering Arkansas
5. Turn **right** onto **SR-4 / Crooked Bayou Dr** 3.0 mi
6. Keep **left** to stay on **SR-4** 7.6 mi
7. Turn **right** to stay on **SR-4 / Sprague St** 0.1 mi
8. Arrive at **Arkansas City, Desha, Arkansas, United States**
The last intersection is AR-4 / Morning Star Ave
If you reach Robert S Moore Ave, you've gone too far

<http://maps.live.com/default.aspx?v=2&cp=44.023938~-99.71&style=h&lvl=4&tilt=-89.8...> 5/20/2008

End: Arkansas City, Desha, Arkansas, United States

These directions are subject to the [Windows Live Terms of Use](#) and for informational purposes only. No guarantee is made regarding their completeness or accuracy. Construction projects, traffic, or other events may cause actual conditions to differ from these results.

For the best possible print results, click the printer icon on the Live Search Maps page.

Driving directions: Greenville, Mississippi, United States to Texarkana, Texas, United States



Start: Greenville, Mississippi, United States

Trip: 201.3 mi, 4 hr 5 min

1. Depart **SR-1 / Martin Luther King Blvd South**
2. Turn **right** onto **E Havana St** 0.2 mi
3. Turn **right** onto **Mortimer Ln** 0.1 mi
4. Turn **left** onto **US-82 / US-278 / US-82 E** 21.6 mi
Entering Arkansas
5. Turn **left** to stay on **US-82 / US-82 W** 38.4 mi
6. Turn **right** to stay on **US-82** 49.1 mi
7. Keep **right** to stay on **US-82 West** 5.5 mi
8. At exit 17, take ramp **left** and follow signs for **US-82 West** 0.6 mi
9. Keep **straight** onto **US-82 / Magnolia Hwy** 30.5 mi

<http://maps.live.com/default.aspx?v=2&cp=44.023938~-99.71&style=h&lvl=4&tilt=-89.8...> 5/20/2008

EPAHO093000058

10. Turn **right** to stay on **US-79 / US-82** 2.2 mi
11. Turn **left** to stay on **US-82** 52.9 mi
Entering Texas
12. Turn **left** onto **US-82 / Texas Blvd**
13. Arrive at **Texarkana, Texas, United States**
*The last intersection is US-67 / W Martin Luther King Blvd
If you reach US-67 / US-82 / W 7th St, you've gone too far*

End: Texarkana, Texas, United States

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For the best possible print results, click the printer icon on the Live Search Maps page.

Driving directions (abbreviated) : Greenville, Mississippi, United States to West Monroe, Louisiana, United States



Start: Greenville, Mississippi, United States

Trip: 106.5 mi, 2 hr 19 min

1. Depart **SR-1 / Martin Luther King Blvd South**
2. Turn **right** onto **E Havana St** 0.2 mi
3. Turn **right** onto **Mortimer Ln** 0.1 mi
4. Turn **left** onto **US-82 / US-278 / US-82 E** 21.6 mi
Entering Arkansas
5. Turn **left** to stay on **US-82 / US-82 W** 11.0 mi
6. Keep **right** onto **US-82 Bus** 1.0 mi
7. Turn **left** onto **US-165 / E Main St** 25.2 mi
Entering Louisiana
8. Turn **right** onto **SR-833 / Jones Cutoff Rd** 4.9 mi
9. Turn **right** onto **SR-140 / Old Bonita Hwy / Old Bonita Rd** 12.3 mi

<http://maps.live.com/default.aspx?v=2&cp=44.023938~-99.71&style=h&lvl=4&tilt=-89.8...> 5/20/2008

EPAHO093000060

10. Bear **left** onto **US-425 / Crossett Hwy / Crossett Rd** 4.5 mi
11. Turn **right** onto **US-165 / W Madison Ave South** 22.3 mi
12. Turn **right** onto **Breard St** 0.6 mi
13. Bear **right** onto **US-80 / US-165 Bus / Louisville Ave** 2.8 mi
14. Arrive at **West Monroe, Louisiana, United States**

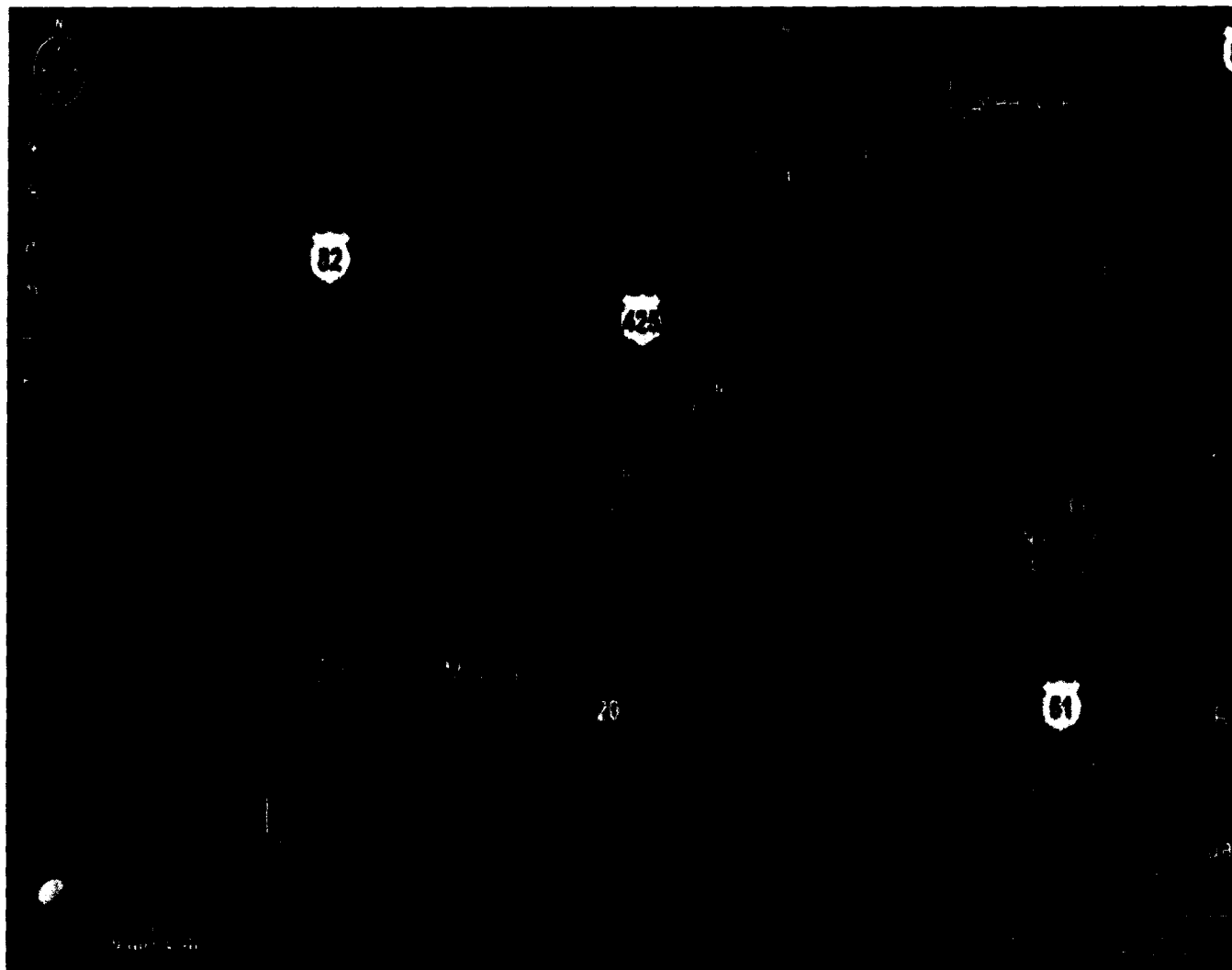
*The last intersection is Cotton St
If you reach US-80 / Cypress St, you've gone too far*

End: West Monroe, Louisiana, United States

These directions are subject to the [Windows Live Terms of Use](#) and for informational purposes only. No guarantee is made regarding their completeness or accuracy. Construction projects, traffic, or other events may cause actual conditions to differ from these results.

For the best possible print results, click the printer icon on the Live Search Maps page.

Driving directions (abbreviated) : Greenville, Mississippi, United States to Hodge, Jackson, Louisiana, United States



Start: Greenville, Mississippi, United States

Trip: 154.9 mi, 3 hr 13 min

1. Depart **SR-1 / Martin Luther King Blvd South**
2. Turn **right** onto **E Havana St** 0.2 mi
3. Turn **right** onto **Mortimer Ln** 0.1 mi
4. Turn **left** onto **US-82 / US-278 / US-82 E** 21.6 mi
Entering Arkansas
5. Turn **left** to stay on **US-82 / US-82 W** 11.0 mi
6. Keep **right** onto **US-82 Bus** 1.0 mi
7. Turn **left** onto **US-165 / E Main St** 25.2 mi
Entering Louisiana
8. Turn **right** onto **SR-833 / Jones Cutoff Rd** 4.9 mi
9. Turn **right** onto **SR-140 / Old Bonita Hwy / Old Bonita Rd** 12.3 mi

<http://maps.live.com/default.aspx?v=2&cp=44.023938~-99.71&style=h&lvl=4&tilt=-89.8...> 5/20/2008

EPAHO093000062

10. Bear **left** onto **US-425 / Crossett Hwy / Crossett Rd** 4.5 mi
11. Turn **right** onto **US-165 / W Madison Ave South** 24.2 mi
12. Take ramp **right** for **I-20 West** toward **Shreveport** 9.8 mi
13. At exit **108**, take ramp **right** for **La-546** toward **Cheniere** 0.2 mi
14. Turn **left** onto **SR-546** 1.1 mi
15. Keep **left** to stay on **SR-546** 9.2 mi
16. Turn **right** onto **SR-34** 10.5 mi
17. Turn **right** onto **SR-4 / Shell Ave** 16.9 mi
18. Turn **right** onto **US-167** 2.3 mi
19. Arrive at **Hodge, Jackson, Louisiana, United States**
The last intersection is W Central
If you reach W Pine St, you've gone too far

End: Hodge, Jackson, Louisiana, United States

These directions are subject to the [Windows Live Terms of Use](#) and for informational purposes only. No guarantee is made regarding their completeness or accuracy. Construction projects, traffic, or other events may cause actual conditions to differ from these results.

For the best possible print results, click the printer icon on the Live Search Maps page.

Driving directions: Greenville, Mississippi, United States to Monticello, Lawrence, Mississippi, United States



Start: Greenville, Mississippi, United States

Trip: 177.5 mi, 3 hr 35 min

1. Depart **SR-1 / Martin Luther King Blvd South**
Turn **right** onto **E Havana St**, and then immediately turn **right** onto **0.1 mi**
2. **Martin Luther King Blvd**
3. Turn **right** onto **US-82 East / US-278 East** 24.1 mi
4. Turn **right** onto **US-49W / N Martin Luther King Dr South** 46.4 mi
5. Take ramp **right** for **US-49 / Jerry Clower Blvd N** toward **Jackson** 39.5 mi
6. Take ramp **right** and follow signs for **I-220 South** 4.9 mi
7. Take ramp **left** for **I-20 East** toward **Meridian / Hattiesburg** 2.5 mi
- At exit **43A-B**, take ramp **right** for **I-55 South** toward **McComb** / 20.7 mi
8. **McDowell Rd**

<http://maps.live.com/default.aspx?v=2&cp=44.023938~-99.71&style=h&lvl=4&tilt=-89.8...> 5/20/2008

EPAHO093000064

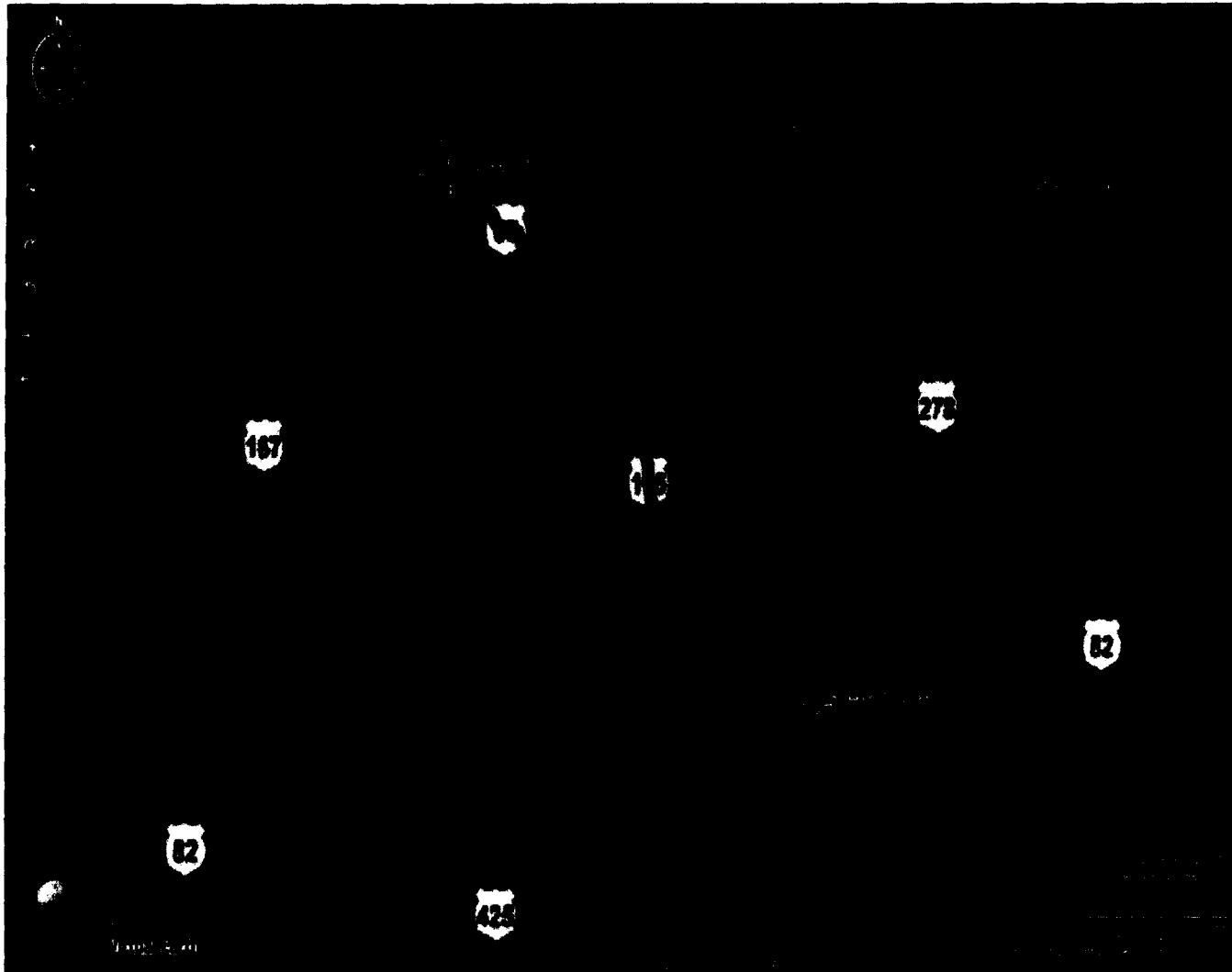
- At exit **72**, take ramp **right** for **MS-27** toward **North Crystal Springs /** 0.2 mi
9. **Vicksburg**
10. Turn **left** onto **SR-27 South** 37.6 mi
11. Bear **left** onto **US-84 / W Broad St** 1.4 mi
12. Arrive at **Monticello, Lawrence, Mississippi, United States**
The last intersection is SR-27 / Brookhaven St
If you reach Irwin St, you've gone too far

End: Monticello, Lawrence, Mississippi, United States

These directions are subject to the [Windows Live Terms of Use](#) and for informational purposes only. No guarantee is made regarding their completeness or accuracy. Construction projects, traffic, or other events may cause actual conditions to differ from these results.

For the best possible print results, click the printer icon on the Live Search Maps page.

Driving directions (abbreviated) : Greenville, Mississippi, United States to Pine Bluff, Arkansas, United States



Start: Greenville, Mississippi, United States

Trip: 104.4 mi, 2 hr 1 min

1. Depart **SR-1 / Martin Luther King Blvd South**
2. Turn **right** onto **E Havana St** 0.2 mi
3. Turn **right** onto **Mortimer Ln** 0.1 mi
4. Turn **left** onto **US-82 / US-278 / US-82 E** 100.0 mi
Entering Arkansas
5. Take ramp **right** for **US-65 North / US 65 Hwy S toward Downtown** 3.4 mi
6. Turn **left** onto **Convention Center Dr / US-63B** 0.4 mi
7. Turn **right** onto **US-65 Bus North / E 5th Ave** 0.2 mi
8. Turn **left** onto **SR-15 / S Main St** 0.1 mi
9. Arrive at **Pine Bluff, Arkansas, United States**
*The last intersection is US-65 Bus / E 6th Ave
If you reach E 8th Ave, you've gone too far*

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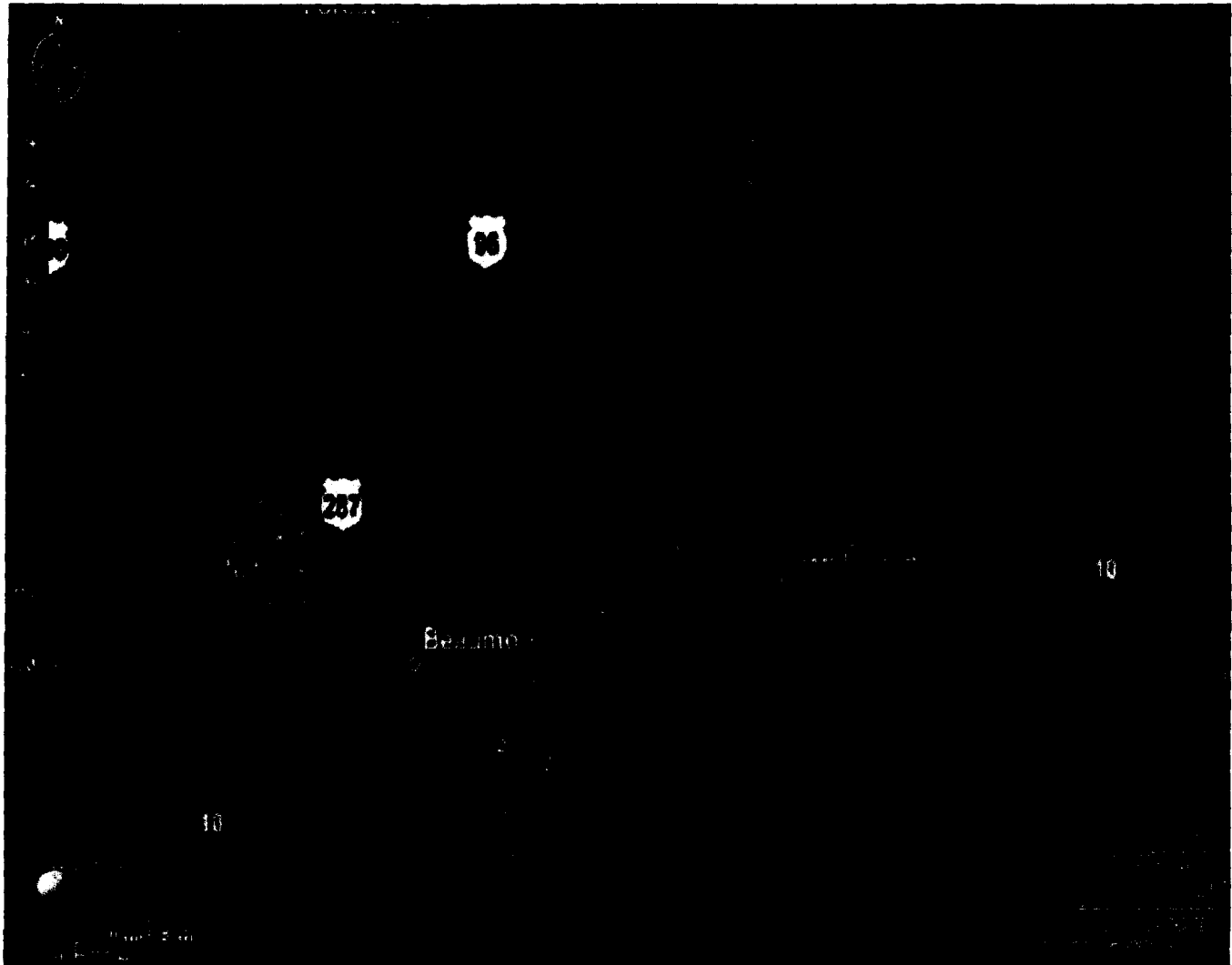
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End: Pine Bluff, Arkansas, United States

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Driving directions (abbreviated) : 2400 Gulfway Dr, Port Arthur to DeRidder [De Ridder], Louisiana, United States



Start: 2400 Gulfway Dr, Port Arthur, TX 77640-4541

Trip: 88.6 mi, 1 hr 44 min

1. Depart **SR-87 / 16th St** 4.3 mi
2. Take ramp **left** and follow signs for **SR-73 East / SR-87 North** 8.8 mi
3. Turn **left** to stay on **SR-62 / SR-73** 4.6 mi
4. Turn **right** onto **I-10 E / US-90 E** 0.5 mi
5. Take ramp **left** and follow signs for **I-10 East** 10.9 mi
- Entering Louisiana
- At exit 4, take ramp **right** for **US-90 East / La-109 toward Toomey /** 0.3 mi
6. **Starks**
7. Turn **left** onto **US-90** 0.6 mi
8. Keep **straight** onto **SR-109** 28.6 mi
9. Turn **left** to stay on **SR-109** 11.5 mi

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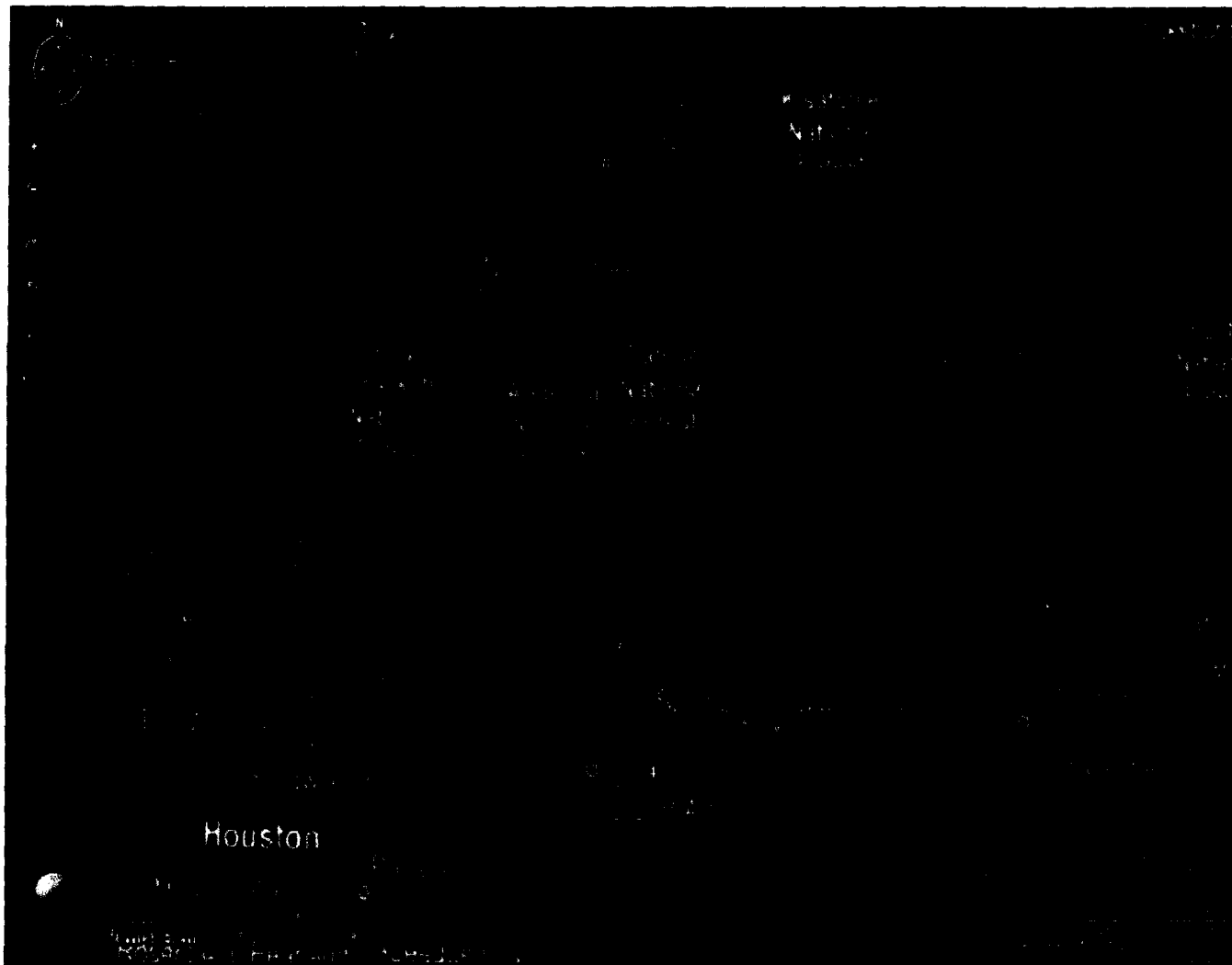
10. Turn **left** onto **SR-27** 18.3 mi
11. Turn **right** onto **W 8th St** 0.1 mi
12. Turn **left** onto **S Washington St**
13. Arrive at **DeRidder [De Ridder], Louisiana, United States** on the right
The last intersection is W 8th St
If you reach W 7th St, you've gone too far

End: DeRidder [De Ridder], Louisiana, United States

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For the best possible print results, click the printer icon on the Live Search Maps page.

Driving directions: 2400 Gulfway Dr, Port Arthur to Mansfield, Louisiana, United States



Start: 2400 Gulfway Dr, Port Arthur, TX 77640-4541

Trip: 178.7 mi, 3 hr 20 min

1. Depart **SR-87 / 16th St** 4.3 mi
2. Keep **straight** onto **TX-73 E / TX-87 N** 0.5 mi
3. Take ramp **left** and follow signs for **SR-73 East / SR-87 North** 8.4 mi
4. Turn **left** to stay on **SR-62 / SR-73** 28.7 mi
5. Keep **straight** onto **US-96 Bus** 0.7 mi
6. Turn **right** onto **US-96** 98.9 mi
7. Turn **right** onto **SR-7 / San Augustine St** 14.9 mi
8. Keep **straight** onto **US-84** 21.3 mi
Entering Louisiana
9. Turn **left** onto **SR-3103 / Kings Hwy** 0.8 mi
10. Turn **left** onto **US-84 / US-171 / S Washington Ave** 0.2 mi

<http://maps.live.com/default.aspx?v=2&cp=44.023938~-99.71&style=h&lvl=4&tilt=-89.8...> 5/20/2008

EPAHO093000070

11. Arrive at Mansfield, Louisiana, United States

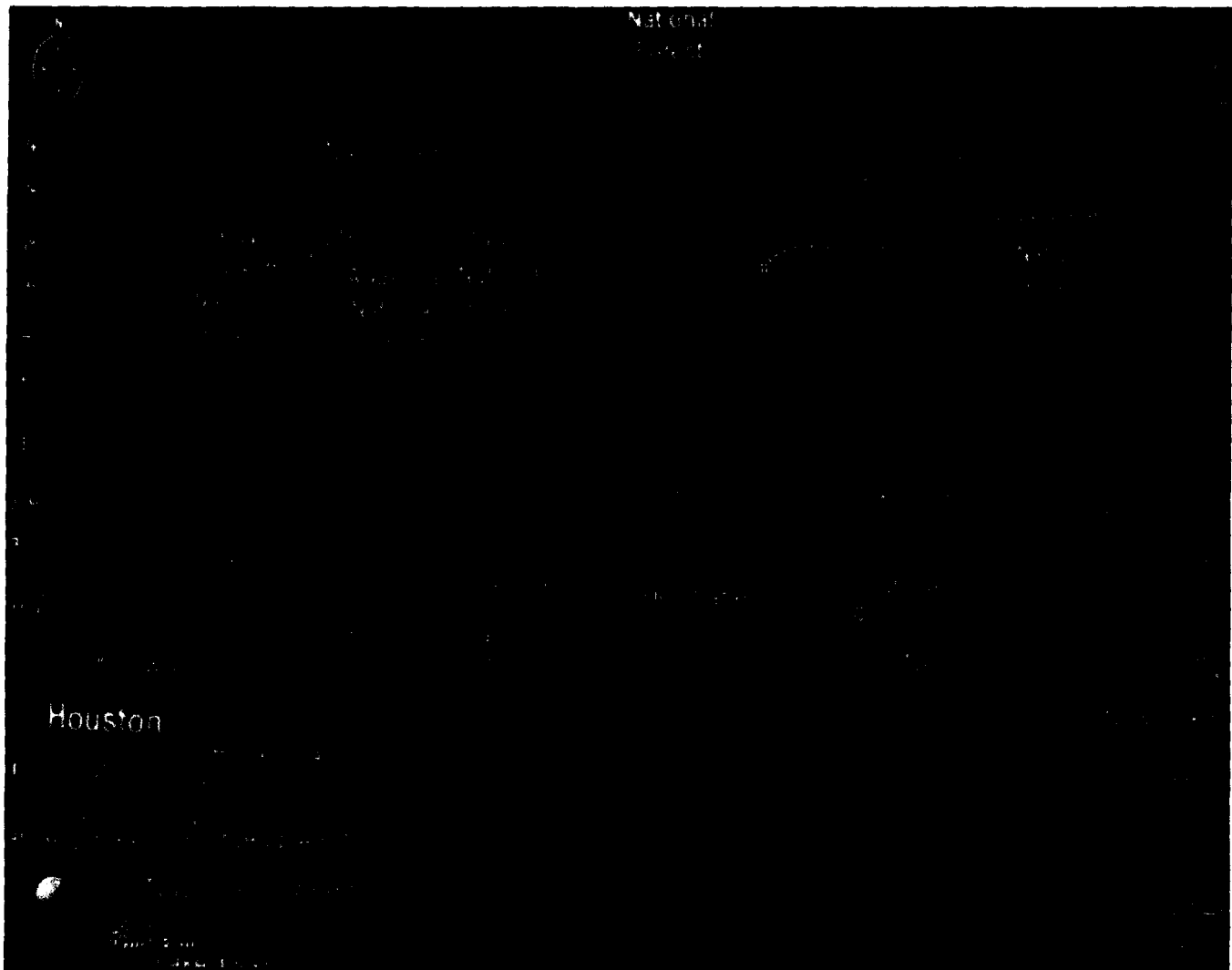
*The last intersection is SR-513 / Gibbs St
If you reach Welch St, you've gone too far*

End: Mansfield, Louisiana, United States

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Driving directions (abbreviated) : 2400 Gulfway Dr, Port Arthur to Pineville, Louisiana, United States



Start: 2400 Gulfway Dr, Port Arthur, TX 77640-4541

Trip: 153.6 mi, 2 hr 50 min

1. Depart **SR-87 / 16th St** 4.3 mi
2. Take ramp **left** and follow signs for **SR-73 East / SR-87 North** 8.8 mi
3. Turn **left** to stay on **SR-62 / SR-73** 4.6 mi
4. Turn **right** onto **I-10 E / US-90 E** 0.5 mi
5. Take ramp **left** and follow signs for **I-10 East** 51.3 mi
- Entering Louisiana
- At exit **44**, take ramp **right** for **US-165 North** toward **Alexandria /** 0.4 mi
6. **Kinder**
7. Turn **left** onto **US-165** 78.7 mi
8. At roundabout, take **3rd** exit 1.1 mi
9. Take ramp **right** for **MacArthur Dr** toward **Jackson St** 0.3 mi

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10. Turn **right** onto **SR-1208 3 East / Jackson St** 1.8 mi
11. Keep **straight** onto **US-165 Bus / Jackson St** 1.7 mi
12. Arrive at **Pineville, Louisiana, United States**
The last intersection is Hayden St
If you reach SR-107 / Shamrock Ave, you've gone too far

End: Pineville, Louisiana, United States

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Driving directions (abbreviated) : 2400 Gulfway Dr, Port Arthur to Baton Rouge, Louisiana, United States



Start: 2400 Gulfway Dr, Port Arthur, TX 77640-4541

Trip: 181.0 mi, 2 hr 52 min

1. Depart **SR-87 / 16th St** 4.3 mi
2. Take ramp **left** and follow signs for **SR-73 East / SR-87 North** 8.8 mi
3. Turn **left** to stay on **SR-62 / SR-73** 4.6 mi
4. Turn **right** onto **I-10 E / US-90 E** 0.5 mi
5. Take ramp **left** and follow signs for **I-10 East** 161.9 mi
Entering Louisiana
- At exit **155A**, take ramp **right** for **Nicholson Dr / La-30 toward** 0.3 mi
6. **Downtown**
7. Bear **right** onto **SR-30 / Nicholson Dr** 0.5 mi
8. Turn **right** onto **SR-73 / Government St**
9. Arrive at **Baton Rouge, Louisiana, United States**
The last intersection is SR-30 / St Louis St

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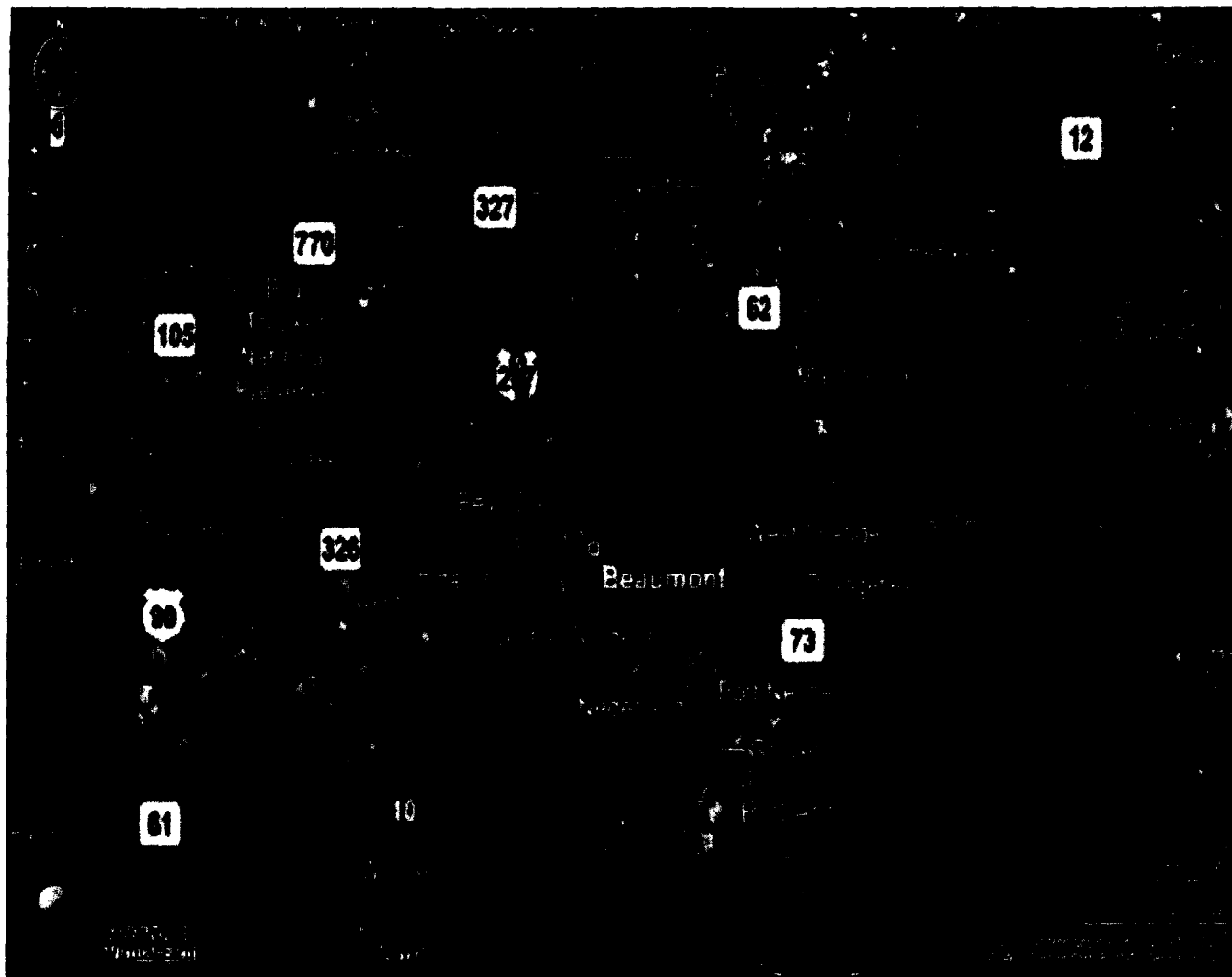
If you reach St Ferdinand St, you've gone too far

End: Baton Rouge, Louisiana, United States

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Driving directions: 2400 Gulfway Dr, Port Arthur to Evadale, Jasper, Texas, United States



Start: 2400 Gulfway Dr, Port Arthur, TX 77640-4541

Trip: 46.4 mi, 46 min

1. Depart **SR-87 / 16th St** 0.3 mi
2. Turn **left** onto **US-69 / US-96 / US-287 / Woodworth Blvd** 17.7 mi
3. Take ramp **right** for **I-10 East** toward **Lake Charles / Lufkin** 2.9 mi
4. Keep **right** onto **US-69 North / US-96 North / US-287 North** 10.3 mi
5. Keep **right** to stay on **US-96 North** 14.8 mi
6. Bear **right** toward **FM-105** 0.2 mi
7. Keep **straight** onto **FM-105** 0.2 mi
8. Arrive at **Evadale, Jasper, Texas, United States**
The last intersection is County Road 857
If you reach Private Road 8325, you've gone too far

End: Evadale, Jasper, Texas, United States

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Proposed Caustic Action Plan

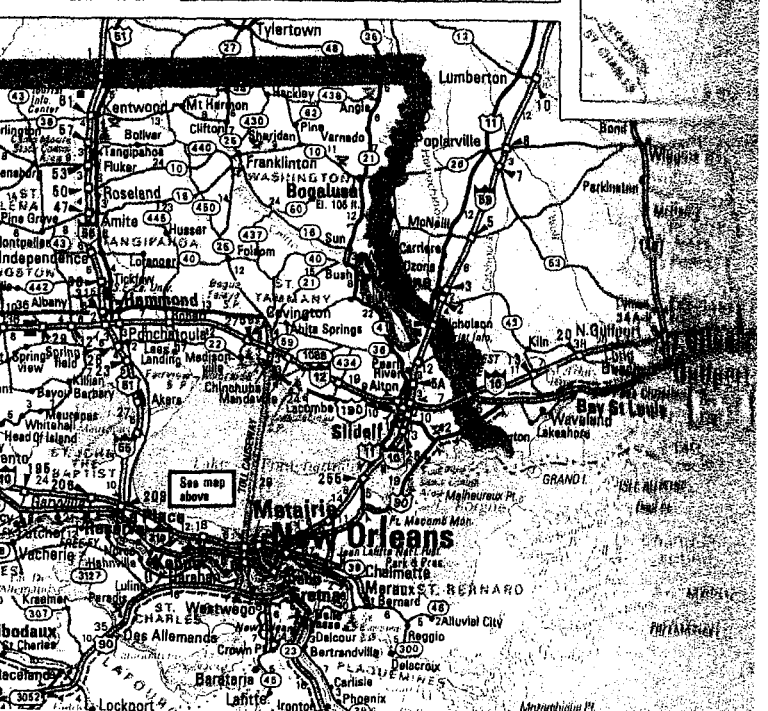
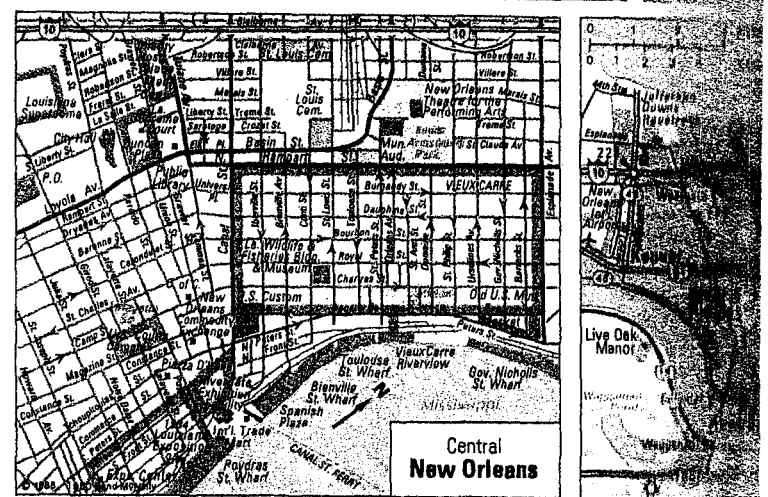
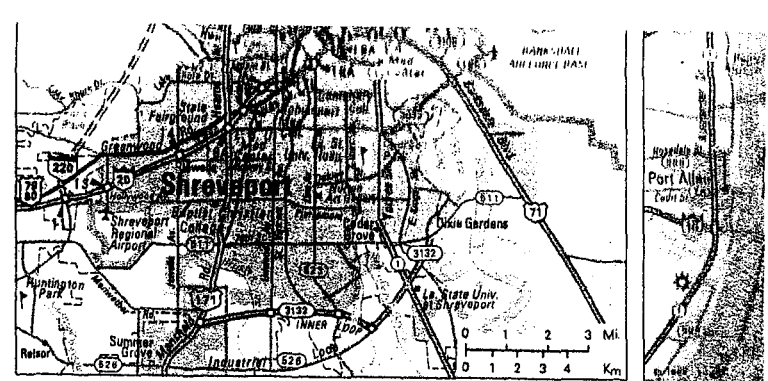
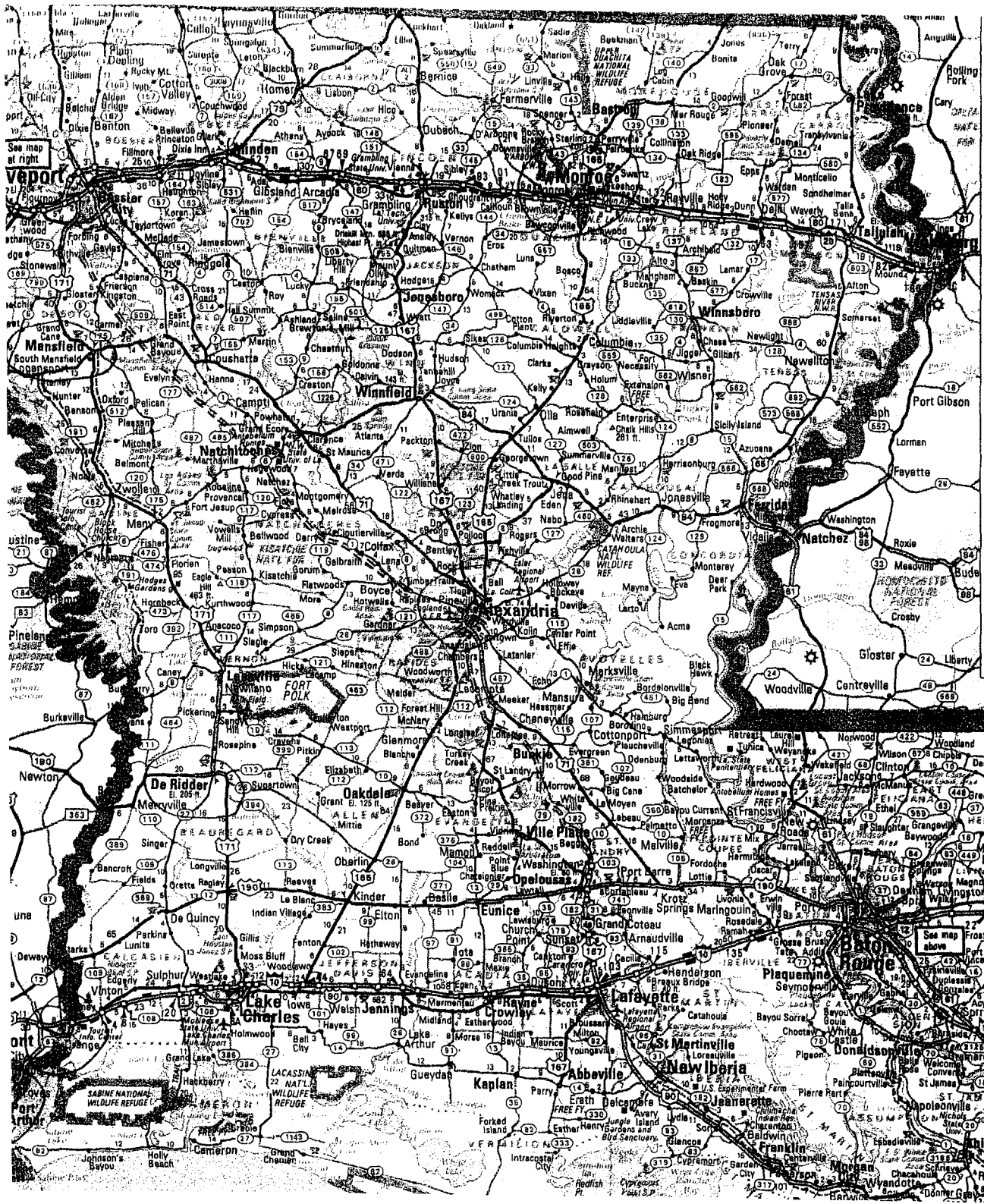
May 6, 2008

**Citgo Lake Charles (LA)
Caustic Distribution Schedule**

Miles from KMTEX	City, State	Loads per Day	Travel
240	West Monroe, LA	3	<ul style="list-style-type: none"> • Rail from KMTEX (Port Arthur) • Straight from Citgo (Lake Charles)
220	Hodge, LA	3	<ul style="list-style-type: none"> • Rail from KMTEX • Straight from Citgo
175	Mansfield, LA	3	<ul style="list-style-type: none"> • Rail from KMTEX • Straight from Citgo • Truck from KMTEX
350	Potlatch Corp. 5082 Highway 4N Arkansas City, AR	3	<ul style="list-style-type: none"> • Rail from KMTEX • Straight from Citgo
100	DeRidder, LA	4 - 5	<ul style="list-style-type: none"> • Trucks from KMTEX
250	Texarkana, TX	3	<ul style="list-style-type: none"> • Rail from KMTEX • Straight from Citgo
46	Evadale, TX	3 - 6	<ul style="list-style-type: none"> • Trucks from KMTEX
435	Pine Bluff, AR	1 - 2 Barges Per/Month	<ul style="list-style-type: none"> • Barge directly from Citgo
21	Orange, TX	3	<ul style="list-style-type: none"> • Trucks from KMTEX

NOTE:

Pineville, LA is 155 miles from KMTEX, Port Arthur, TX.



Expanded Caustic Business Plan

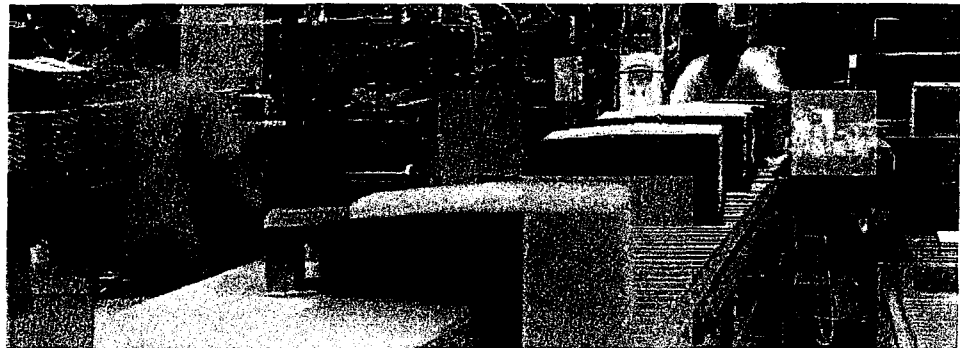
- **Rent one tank (for starters) in New Orleans from Stolt. The tank should be available sometime in June for an amount of approximately \$12,000 per month.**
- **Get customers' caustics approved into the plants on a Second Distribution Network List as we develop a Customer Business. Qatar caustic might be a good start, could even strengthen with Enterprise's (Splitter 3), (focus on distribution to mills in East Louisiana, Southern Mississippi and, Western Alabama).**
- **Use rail at both KMTEX and Stolt to reach paper mills in Northern Louisiana and, and Southern Mississippi (start by renting 10 rail-cars).**
- **Can also receive overseas shipments in large ships, into tanks at Stolt.**



Corrugated Customers Login Here E-mail Address:
 Building Products Customers Click Here to Login Update

Corrugated Packaging

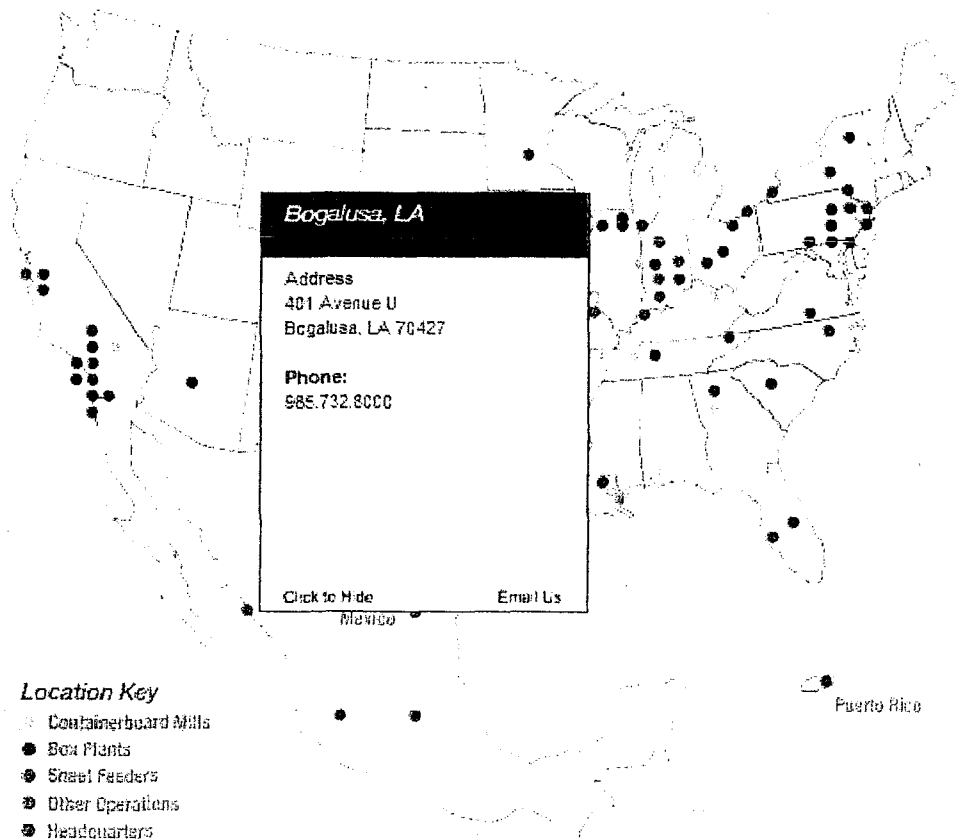
- Overview
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- Services & Solutions
- Display
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- Industrial
- Linerboard
- Specialty Products
- RFID
- Facilities



Corrugated Packaging

There's a Temple-Inland Facility Near You

With dozens of facilities in more than 20 states, Mexico and Puerto Rico, Temple-Inland facilities are strategically located to deliver the products and services you need. We not only bring you the best packaging, but we bring jobs, opportunities and support to the communities where we operate.



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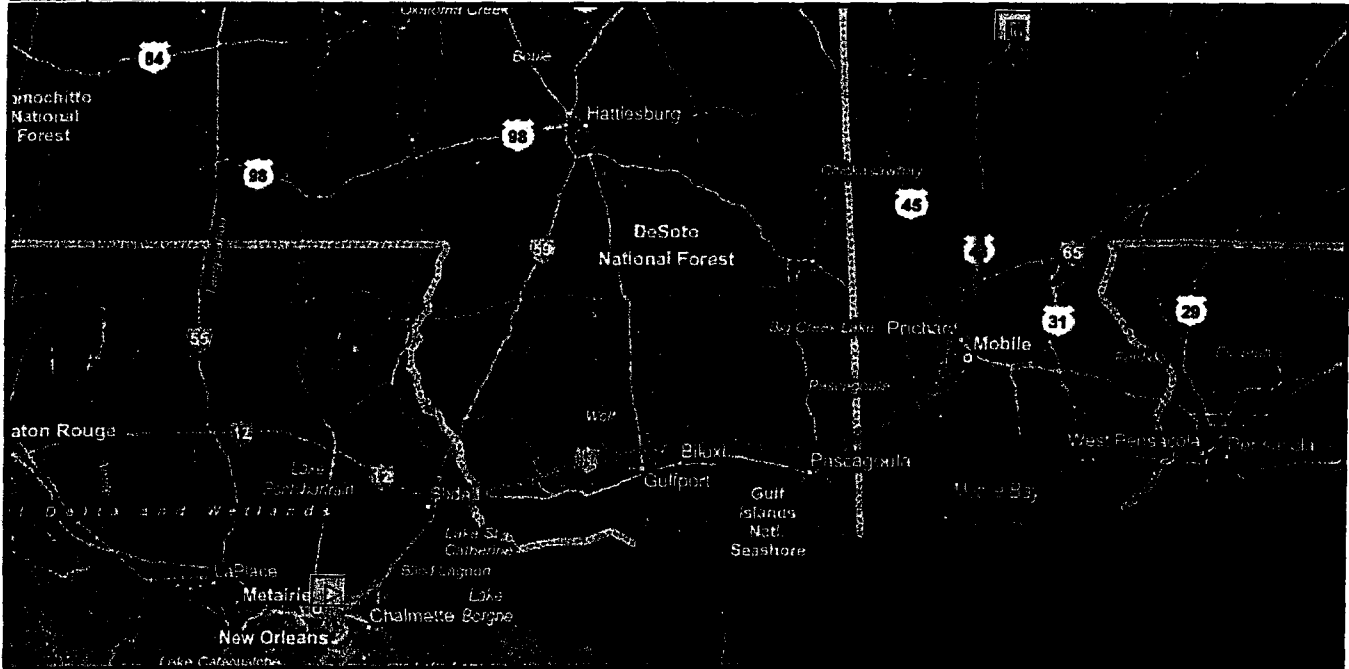
Business or location ...

Search Maps

Web

Driving directions (abbreviated) : New Orleans, Louisiana, United States to Jackson, Alabama, United States

Share | Print



Start: New Orleans, Louisiana, United States

Trip: 208.4 mi, 3 hr 18 min

1. Depart **La Salle St** hide start details 0.1 mi
2. Turn **left** onto **Tulane Ave** 0.1 mi
3. Take ramp **right** for **I-10 East** toward **Slidell** 136.1 mi
Entering Mississippi
Entering Alabama
4. At exit **20**, take ramp **left** for **I-65 North** toward **Montgomery** 19.2 mi
5. At exit **19**, take ramp **right** for **US-43 North** toward **Creola** 51.2 mi
6. Turn **right** and then bear **right** onto **SR-69 / Coffeeville Rd** 0.6 mi
7. Bear **right** onto **SR-177 / College Ave** 0.9 mi
8. Arrive at **Jackson, Alabama, United States** hide end details
The last intersection is Broad St
If you reach Magnolia Dr, you've gone too far

End: Jackson, Alabama, United States

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Tarrant City - Gemini Corrugated	777 Clow Road	Sheet Feeder	Tarrant City	Alabama	205-841-4200 (V)
Nauvoo - Treated Lumber	2247 Prospect Road	Pressure Treating	Nauvoo	Alabama	205-924-4462 (V)
CP - Naheola Mill	7530 Highway 114	Paperboard	Pennington	Alabama	205-459-1900 (V) 205-459-1303 (F)
CP - Ohatchee Chipmill	7178 Highway 77	Chipmill	Ohatchee	Alabama	256-892-2093 (V)
Huntsville - Packaging - Warehouse and Truck Stop	2386 Dughill Road	Warehouse		Alabama	(V)
Thorsby Laminated Lumber	19953 US Hwy. 31	Laminated Veneer Lumber	Thorsby	Alabama	(V)

Company History

Paper and Forestry

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[American Pad & Paper Company](#)

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[Arjo Wiggins Appleton p.l.c.](#)

[Asplundh Tree Expert Co.](#)

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[Bohemia, Inc.](#)

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Universal Forest Products Inc.

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WTD Industries, Inc.

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West Fraser Timber Co. Ltd.

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Wickes Inc.

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Possible Problems with NaHS Operations
Starting by August 11, 2008
(CES PA Facility)

Given:

1. NaHS construction process may not finish until September 2008.
2. Equipment operation problems can delay start-up and continuous operation due to solids, or other problems until September or October 2008.
3. CES (PA) may not be able to process at a rate of 1,000,000 to 1,500,000 gallons of caustic a month until October 2008 or later. The rate of Citgo Caustic, Ras Gas Caustic, SIB Material and Enterprise Caustic is approximately 1,000,000 gal/mo without any growth or new customers. CES must process 11 trucks/day to maintain this process rate.
4. Hurricane activity may delay construction or operation between now and November.
5. The construction project will require more money and time to construct separate containment systems for NaHS product, high strength caustic, and sulfuric acid storage tanks with enough volume to hold a full tank.
6. The construction project will require more money and time to set-up emergency response systems for an acid, caustic, or NaHS spills.
7. The construction project will require more money and time for adequate controls, ventilation, H₂S detection devices and other adequate PPE for leaks, spills, vapor clouds, and releases.
8. The construction project will require more money and time for transfer connections, procedures, and training to prevent inadvertent mixing to prevent releases for 24/hr 7/day per week operations.
9. If anyone is hurt during start-up, or equipment fails this will cause a set back, or investigation with delays and additional costs which will not allow us to meet projected timing in August for start-up, and service all caustic customers.
10. The paper mill at Bogalusa is ready to take at a rate of 680,000 gal/mo (2 barges) of Citgo Caustic with the Baton Rouge and Mississippi mills as back-up. Not including Alabama mills.
11. A spill or release will focus the City of PA and TCEQ on the CES operations and the future of the PA operation. The PBR process would not be applicable to the NaHS operation with storage tanks above 25,000 gallons.
12. If Talen Marine is up-set by a H₂S cloud release, it will be a very difficult situation and regulators will be involved.

Safety Bulletin

U.S. Chemical Safety and Hazard Investigation Board



SODIUM HYDROSULFIDE: PREVENTING HARM

No. 2003-03-B

Reprinted

November 2004

Introduction

Since 1971, reported incidents involving liquid solutions of sodium hydrosulfide (NaHS) have resulted in 32 deaths and 176 injuries, most notably in the leather tanning and pulp and paper industries. The most serious safety concern associated with NaHS is its capacity to produce large amounts of deadly hydrogen sulfide gas (H_2S) when it reacts with an acid or is exposed to high heat.

Despite its pungent rotten egg odor, H_2S can deaden the nerves that detect odors, thereby preventing those exposed from being able to smell life-threatening airborne concentrations. This condition is referred to as "olfactory fatigue" and must be considered when designing NaHS safety systems.

This Safety Bulletin is published to increase awareness of the hazards associated with NaHS and to outline safety practices to minimize the potential for harm to workers and the public.

Defining the Problem

NaHS releases highly toxic H_2S if mixed with an acid or if exposed to excessive heat. Because it is corrosive, it is also potentially harmful to the skin and eyes.¹

NaHS incidents typically involve the following three elements:

- An inadvertent spill, leak, or mixing, whereby NaHS reacts

with an acidic solution to produce H_2S .

- Absent or inadequate engineering controls, such as ventilation or H_2S detection devices, coupled with inadequate PPE.
- Inappropriate emergency response actions by workers and emergency responders (Figure 1).

This bulletin reviews selected NaHS incidents that caused death and injury, for example:

- Delivery drivers inadvertently transferring NaHS into acid storage tanks. (See Whitehall Leather, Horween Leather, and Prime Tanning case studies on pages 13-15.)

¹ Although this bulletin addresses the hazards associated with NaHS solutions, its precautions also apply to other sulfide-containing substances (e.g., sodium sulfide), which are often used interchangeably with NaHS, and which also generate H_2S when mixed with acids.

Sodium Hydrosulfide

Common synonyms:

NaHS (NaSH)
Sodium bisulfide
Sodium sulfhydrate
Sodium hydrogen sulfide
Sodium mercaptan

CAS No.: 16721-80-5

UN No. (solution): 2922
(Figure 2)

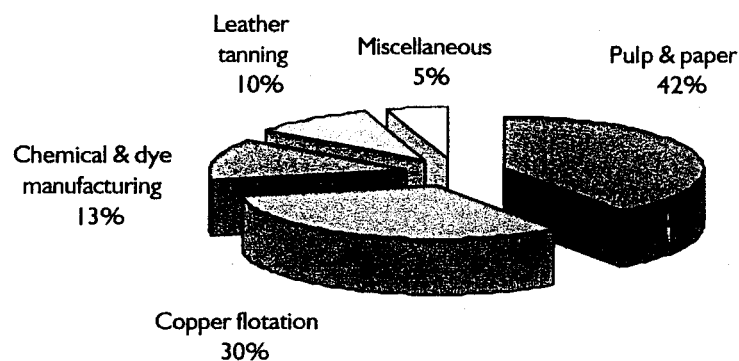
DOT Hazard Class: 8 (Figure 2)

EPA Hazardous Waste No.:
D003

• Figure 1. Emergency responder in NaHS and H_2S protective gear.



● Figure 3. NaHS use by industry sector.



The Innovation Group

ACGIH: American Conference of Governmental Industrial Hygienists
AICHE: American Institute of Chemical Engineers
AIHA: American Industrial Hygiene Association
ANSI: American National Standards Institute
ASSE: American Society of Safety Engineers
ATSDR: Agency for Toxic Substances and Disease Registry, DHHS
°C: Degrees Celsius
CAS: Chemical Abstracts Service
CCPS: Center for Chemical Process Safety, AIChE
CDC: Centers for Disease Control and Prevention, DHHS
CFR: Code of Federal Regulations
CO₂: Carbon dioxide
CSB: U.S. Chemical Safety and Hazard Investigation Board
DHHS: U.S. Department of Health and Human Services
DOE: U.S. Department of Energy
DOT: U.S. Department of Transportation
EPA: U.S. Environmental Protection Agency
ERPG: Emergency Response Planning Guidelines, AIHA
H: Hydrogen
H₂O: Water
H₂S: Hydrogen sulfide
HazCom: Hazard communication, OSHA
IDLH: Immediately dangerous to life or health
MIT: Massachusetts Institute of Technology

MSDS: Material safety data sheet
Na: Sodium
NaHS: Sodium hydrosulfide
NaOH: Sodium hydroxide
NAS: National Academy of Sciences
NFPA: National Fire Protection Association
NIOSH: National Institute for Occupational Safety and Health, DHHS
NLM: National Library of Medicine, National Institutes of Health (NIH), DHHS
NRC: National Response Center, USCG
NTSB: National Transportation Safety Board
OSHA: Occupational Safety and Health Administration, U.S. Department of Labor
PEL: Permissible exposure limit, OSHA
pH: Potential of hydrogen
PPE: Personal protective equipment
ppm: Parts per million
PSM: Process safety management, OSHA
PTFE: Polytetrafluorethylene
REL: Recommended exposure limit, NIOSH
SCBA: Self-contained breathing apparatus
SO₂: Sulfur dioxide
STEL: Short-term exposure limit
TWA: Time-weighted average
UN: United Nations
USCG: U.S. Coast Guard
WEEL: Workplace emergency exposure limit, AIHA

be delayed, affected skin should be treated immediately. (See the first aid guidance on page 12.)

Ingestion

Ingesting a small amount of NaHS in a single dose will likely produce only minor throat irritation or burning of the esophagus. Ingesting a larger quantity, however – or small quantities over an extended period – may seriously damage the gastrointestinal tract. In addition, NaHS that mixes with stomach acids produces H_2S and may cause the health effects associated with inhalation (Table 2).

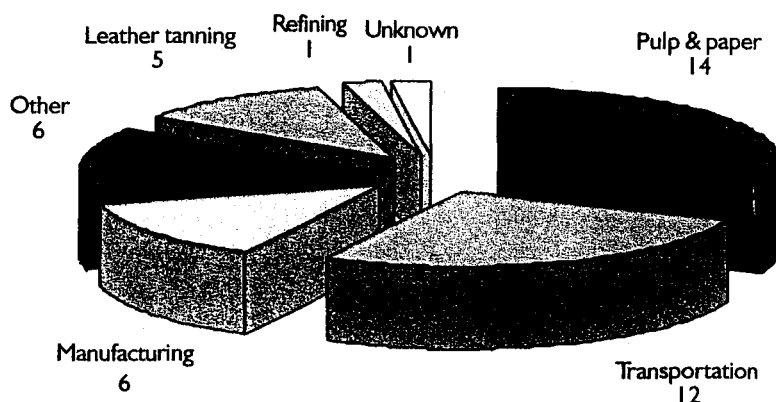
Incident Data

From reported data for the United States from 1971 through 2004, CSB identified 45 NaHS-related incidents in six industry sectors (Figure 4).⁵ Collectively, these incidents resulted in:

- 32 fatalities.
- 176 injuries.
- 351 medical evaluations.
- At least 10 plant or community evacuations.

⁵ The earliest recorded NaHS incident identified during the CSB review occurred in 1971. Regulatory reporting requirements and industry usage practices have changed significantly since that time, which may account for incident rate fluctuations among the various industry sectors. For example, nearly all of the leather-tanning incidents occurred between 1971 and 1990, and no transportation incidents were reported prior to 1990. The incidents CSB reviewed include pulping-liquor incidents in which NaHS was used as the sulfide source.

Figure 4. NaHS incidents* by industry sector.



*An "incident" is a NaHS-related event involving a fatality, injury, medical evaluation, or evacuation.

Thirty-six of the incidents resulted from H_2S releases, and the remainder from skin or eye exposure to NaHS solutions.

The following causal categories were identified during this review:

- Improper mixing or transfer: 15 (33 percent).
- Spills: 12 (27 percent).
- Mechanical failure: 7 (16 percent).
- Improper maintenance or repair: 6 (13 percent).

Five of the 45 incidents (11 percent) were attributed to unknown causes.

Incident data were obtained from OSHA, EPA, and ATSDR databases, as well as industry questionnaires, interviews, and media sources. Only those incidents that were reported and accessible are represented.

Although the incidents reviewed are not all-inclusive, their number and severity clearly indicate that NaHS presents a serious hazard in the workplace.

Prevent Harm

Good safety management includes identifying and evaluating hazards during initial process planning and design, and continues throughout the life cycle of the operation – both for new processes and for modifications. This approach allows managers and employees to understand and address hazards prior to startup.

Hazard control measures such as work practice controls and PPE are secondary layers of protection. They should be considered only after attempting to eliminate hazards through design and engineering, or when substituting

● H₂S hazard: separate NaHS and acids

Allowing spilled NaHS to inadvertently mix with an acid (pH < 7) poses a significant risk of harm. Similarly, if a sewer system is not designed to control H₂S, allowing NaHS to run off to a sewer containing acids also poses a significant risk. Large amounts of toxic (and flammable) H₂S may evolve very rapidly!

Manage Hazards

Eliminating hazards through process design and engineering is the optimal hazard management system. However, additional systems are required when design and engineering do not eliminate these hazards. CSB identified the following management systems as particularly applicable to NaHS users.⁹

Communicate hazards to employees

The OSHA HazCom Standard (29 CFR 1910.1200) is based on the simple concept that employees have both a need and a right to know of the hazards associated with chemicals to which they are exposed. They also need to know

how to protect themselves from adverse health effects due to chemical exposure. The general requirements of this standard are outlined at <http://www.osha.gov>.

The HazCom requirements pertaining to NaHS MSDSs and H₂S training are outlined below:

- **MSDSs:** Employers are required to obtain an MSDS for each hazardous chemical (present or produced at the facility) and to make them readily available to workers. The information contained in MSDSs may vary significantly among NaHS manufacturers.¹⁰ Operations and safety personnel should, therefore, attempt to acquire a better understanding of NaHS hazards through such resources as this Safety Bulletin, MSDSs and product information from multiple NaHS manufacturers, and databases such as the NLM Hazardous Substance Data Base.¹¹
- **Training:** Employers are required to train their employees and inform contractors (including delivery drivers, construction workers, and emergency responders) of site-specific NaHS and H₂S hazards, including plant hazard labeling systems and locations of MSDSs.¹² This is often

accomplished during a facility safety orientation.

Provide personal protective equipment

Facilities should rely on PPE only after conducting a hazard assessment, as required by the OSHA Personal Protective Equipment, General Requirements Standard (29 CFR 1910.132).¹³ Employees should participate in the selection of PPE because of the potential for stress and discomfort created by restrictions to movement, vision, and dexterity. Where practical, PPE should be simple to operate and reasonably comfortable to wear for the duration of the exposure.

- **Chemical protective clothing:** PPE required to protect workers from the corrosive hazards associated with NaHS includes eye and face protection, chemical protective gloves, protective clothing, and foot protection (<http://www.cdc.gov/niosh>).
- **Respiratory protection:** Before relying on respirators, facilities must have determined that it is impractical to eliminate or control exposures through substitution of a less hazardous chemical, design and engineering controls, or work practice or administrative controls. If respiratory protection is required, employers must comply with the OSHA *Respiratory Protection Standard* (29 CFR 1910.134).¹⁴

⁹ The safety programs outlined in this section relate to circumstances identified in the incidents CSB reviewed. Other relevant safety programs—such as management of process change, line breaking, lockout/tagout, and process and equipment integrity—are also extremely important components of a successful accident prevention program.

¹⁰ See <http://www.csb.gov> and <http://www.osha.gov> for discussions of MSDS inconsistencies and inaccuracies.

¹¹ <http://toxnet.nlm.nih.gov/index.html>.

¹² See *Safety Requirements for H₂S Training Criteria* (ANSI Z390.1-1995, available at <http://webstore.ansi.org/ansidocstore/default.asp>) for a model H₂S training program.

¹³ <http://www.osha.gov/SLTC/personalprotectiveequipment/>.

¹⁴ <http://www.osha.gov/SLTC/respiratoryprotection/>.

Handle and store NaHS safely

The hazards associated with NaHS require employers to establish facility-specific safe handling and storage practices and procedures for both employees and contractors. These practices and procedures include:

- Controlling access and supervising product delivery and transfer.
- Installing local exhaust ventilation on process or storage equipment where personnel exposure is likely and ensuring that such systems are operating properly before starting a process.
- Installing fixed H₂S monitors with alarms in NaHS storage and offloading areas where concentrations could exceed safe levels.
- Providing PPE and emergency eyewash and shower facilities where there is a risk of exposure to NaHS.
- Ensuring that NaHS-containing wastes are not flushed to acid-containing sewers without controls to prevent a release of H₂S.
- Storing NaHS separately from low pH (acidic) materials to avoid inadvertent mixing.
- Clearly labeling NaHS containers, process piping, and critical process piping valves that may contain NaHS with essential hazard information.

- Warning against exposure of NaHS to excessive heat or storage near open flames or other ignition sources that might generate or ignite flammable H₂S.
- Ensuring that storage containers and process equipment materials are compatible with the alkalinity of NaHS. Manufacturers of NaHS warn against using copper, zinc, or aluminum.
- Implementing an emergency notification system to inform emergency responders and potentially impacted offsite residents of threatening incidents.

Emergency Response

Emergency responders must immediately take precautions in the case of a fire or spill involving NaHS. If there is evidence of an H₂S release — either the presence of its characteristic rotten egg odor or affirmative H₂S monitoring results — emergency responders should:

- **Restrict access to the spill/release site:** Allow only emergency personnel equipped with proper PPE to enter the area (i.e., NIOSH-approved, full face-piece SCBA in pressure demand mode, and protective outer garments).
- **Decide whether to evacuate or shelter-in-place:** This decision is made under urgent conditions. Factors that must be considered include population distribution,

risk of exposure, adequacy of available shelters, evacuation time requirements, and other factors such as the characteristics of the chemical released and weather conditions. This issue has been studied thoroughly by researchers at the Oak Ridge National Laboratory, as documented in *Planning Protective Action Decision-Making: Evacuate or Shelter-in-Place?* (USDOE, 2002; <http://www.osti.gov/bridge/>).

A decision to evacuate should be based on the reasonable assurance that movement is in the best interest of those being evacuated:

- ♦ **Evacuation:** Downwind of a release — before starting to move upwind — unprotected personnel should move directly crosswind to one-half of the downwind distance from the spill. The crosswind distance varies in relation to the size of the spill and downwind distance. See Figure 5 and Table 4 for the initial isolation and protective action distances recommended by the DOT Emergency Response Guidebook (2004; <http://hazmat.dot.gov/guidebook.htm>).

Table 5
H₂S Emergency Response
Planning Guidelines

	60-Minute Concentration (ppm)
ERPG-3 (a)	100
ERPG-2 (b)	30
ERPG-1 (c)	0.1

(a) ERPG-3 is the maximum airborne concentration below which it is believed that nearly all individuals could be exposed for up to 1 hour without experiencing or developing life-threatening health effects.

(b) ERPG-2 is the maximum airborne concentration below which it is believed that nearly all individuals could be exposed for up to 1 hour without experiencing or developing irreversible or other serious health effects or symptoms that could impair their ability to take protective action.

(c) ERPG-1 is the maximum airborne concentration below which it is believed that nearly all individuals could be exposed for up to 1 hour without experiencing other than mild transient adverse health effects or perceiving a clearly defined objectionable odor.

Source: AIHA, 2004.

hazard. In addition, burning H₂S produces sulfur dioxide (SO₂), which is a severe respiratory irritant that can be life threatening. If a fire involves NaHS, the DOT Emergency Response Guidebook (2000) recommends the following:¹⁹

- Small fires:
 - ◆ Use dry chemicals, CO₂, or water spray.²⁰
- Large fires:
 - ◆ Use dry chemicals, CO₂, alcohol-resistant foam, or water spray.
 - ◆ Move containers of NaHS from fire area if possible to do so without risk.
 - ◆ Contain contaminated fire control water for later disposal.
- Fires involving a tank, railcar, or tank truck:
 - ◆ Fight the fire from the maximum distance possible, or use unmanned hose holders or monitor nozzles.
 - ◆ Do NOT allow water to enter containers of NaHS.

¹⁹ See Guide 154 for NaHS solutions.

²⁰ Some manufacturers and fire safety professionals caution against using extinguishers containing CO₂ and dry chemical extinguishing media because they form acids when mixed with water and may exacerbate the generation of H₂S when used on fires involving NaHS. They recommend using water in flooding quantities to fight the actual fire, and water spray or foam to control vapors. If CO₂ or dry chemical extinguishers are used, responders must wear proper respiratory protection (i.e., SCBA).

- ◆ Cool containers with flooding amounts of water until well after the fire is extinguished.
- ◆ Withdraw immediately in case of a rising sound from venting safety devices or discoloration of the tank.
- ◆ ALWAYS stay away from burning tanks.

Spill Response

In the event of a NaHS spill:

- Do NOT allow NaHS to come in contact with acids.
- Contain the spill. Do NOT flush to a sewer unless the sewer is designed and engineered to control the H₂S that may be released.
- Remove sources of ignition so that any H₂S released will not ignite.
- Provide maximum ventilation.
- Recover spilled material on adsorbents, such as sand or vermiculite, and place in covered containers for reclamation or disposal.
- For spills that exceed the 5,000-pound reporting threshold,²¹

²¹ NaHS is listed in Table 302.4 of the Superfund, Emergency Planning and Community Right-to-Know Act (40 CFR 302) as a hazardous substance with a reportable quantity of 5,000 pounds, based on 100 percent purity (approximately 1,077 gallons of 43 percent solution). See <http://www.epa.gov/swercepp/factsheets/epcra.pdf> for more information.

Selected Case Studies

Georgia-Pacific, Naheola pulp and paper mill, Pennington, Alabama (2 killed, 8 injured)

On January 16, 2002, two workers were killed and eight injured while performing maintenance near a NaHS transfer terminal. NaHS had recently been pumped from 15 tanker trucks into storage tanks. Because of a leaking pump, NaHS accumulated in a spill containment pit that was connected to the plant acid sewer.

When the containment pit was drained, a relatively small quantity of NaHS²⁷ reacted with acid in the sewer to produce H₂S. The H₂S leaked through a faulty manway cover seal into the area where the contractors were working.

The CSB investigation concluded that Georgia-Pacific management was unaware that the containment pit drained to the acid sewer. However, neither Georgia-Pacific nor the previous plant owners had adequately evaluated the potential for hazardous chemical mixing in the sewer system and the release of deadly amounts of H₂S. Consequently, plant personnel, contract workers, and emergency responders were unaware of and unprepared for the dangers.

²⁷ CSB investigators estimated that 100 gallons of NaHS was allowed to accumulate in the pit.

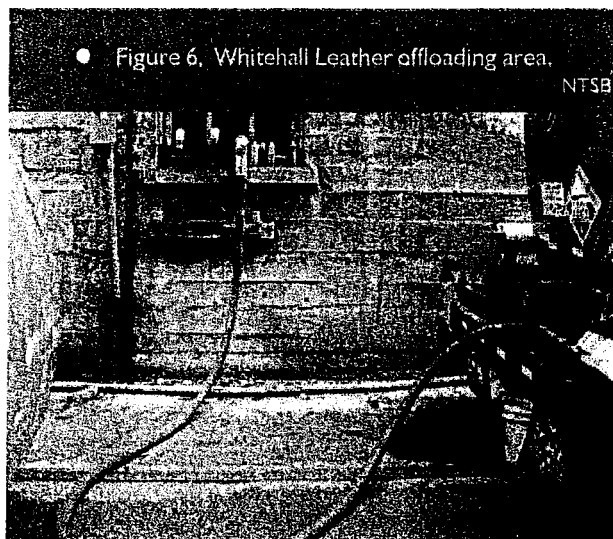
Whitehall Leather Company, Whitehall, Michigan (1 killed, 1 injured)

On June 4, 1999, the driver of a tanker truck filled with NaHS inadvertently pumped the tanker contents into a storage tank partially filled with "pickle acid" (hydrochloric acid). The tanker truck had arrived at the plant during the night shift.

The shift supervisor — never having received a shipment of NaHS and believing it to be pickle acid — directed the driver to unload it into a pickle acid storage tank (Figure 6). The resulting reaction released H₂S, which killed the driver and injured a plant employee.

Powell Duffryn terminal fire, Savannah, Georgia (337 medical evaluations, community evacuation)

On April 10, 1995, the force from an explosion in a solvent storage tank fractured NaHS transfer piping. Up to 300,000 gallons of NaHS spilled and mixed with a similarly large quantity of acidic cleaning solution (Figure 7). The NaHS and



● Figure 6. Whitehall Leather offloading area.

NTSB

acid solution tanks were colocated inside an earthen containment.

The reaction released an enormous volume of H₂S, which caused 337 people to seek medical evaluations and forced 2,000 downwind residents to evacuate. The evacuation lasted more than 30 days as H₂S continued to evolve from NaHS-saturated soil.

This incident illustrates the failure of management systems to identify and evaluate the hazards associated with colocating incompatible materials inside a single spill containment. The EPA investigation report (1998) is available at <http://yosemite.epa.gov/opa/admpress.nsf/0/8e314f057b62e118852565fe006fa986?OpenDocument>.

was designed to prevent inadvertent mixing, the driver created a makeshift coupling when he was unable to attach the line from the truck.

**Prime Tanning Company,
Berwick, Maine (6 killed)**

On April 2, 1971, six workers died when NaHS was inadvertently pumped into a tank containing acidic chrome tanning liquor, which has a pH of 3 to 4. The NaHS delivery drivers had been instructed where to offload their tanker truck.

When the drivers discovered that the truck's fill nozzle would not fit the tank's coupler, they used an adapter nozzle. There was no labeling on the tank to identify its contents or to warn of the potential hazard. Approximately 160 gallons of NaHS had been transferred to the tank before one of the drivers noticed that workers inside the plant were collapsing. NaHS had mixed with the chrome liquor to produce H_2S .

References and Additional Information

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Hazardous Materials Accident Brief

PDF version | 571KB

Accident No:	DCA99MZ006
Location:	Whitehall, Michigan
Date of Accident:	June 4, 1999
Time:	3:50 a.m. eastern standard time
Carrier:	Quality Carriers, Inc.
Vehicles:	MC-307 Cargo Tank
Injured:	1 fatality and 1 injury
Evacuated:	11 people from the plant
Property Damage:	In excess of \$411,000
Materials Involved:	Sodium hydrosulfide solution reacting with ferrous sulfate solution
Type of Accident:	Chemical reaction during cargo transfer

The Accident

About 3:30 a.m. on June 4, 1999, a Quality Carriers, Inc., truckdriver arrived at the Whitehall Leather Company¹ tannery in Whitehall, Michigan, to deliver a load of sodium hydrosulfide solution. The truckdriver had never been to the plant before. Upon arrival, he asked a tannery employee for assistance. The employee called the shift supervisor, who met the driver at the plant employee's work station.

The shift supervisor stated that the only chemical shipment he had previously received on the third shift was "pickle acid" (ferrous sulfate).² He said he had not been told to expect the delivery of another chemical on the shift,³ so he assumed this load was also pickle acid. The supervisor stated that because the driver did not know the plant's layout and was unfamiliar with where to unload his cargo, he walked the driver through the plant and out to the pickle acid transfer area. The supervisor did not verify what chemical was being delivered. The shipping documents identified the cargo as sodium hydrosulfide solution.

The shift supervisor showed the driver the ferrous sulfate connection (the only working transfer connection at that location) so he could deliver his product. (See figure 1.) The shift supervisor then unlocked a gate to allow the driver to bring his vehicle onto the plant property. The driver asked the supervisor to sign the shipping documents so he would not have to find the supervisor after the transfer was completed. According to the supervisor, he signed the paperwork without reading it and left the area. The signature block that the supervisor signed stated the following: "I have checked the documents for this shipment and verify that there is adequate storage room to receive this shipment and connection has been made to the proper storage facility."



Figure 2. Close-up view of ferrous sulfate transfer coupler

About 4 a.m., an employee in the basement of the tannery building smelled a pungent odor and lost consciousness. The employee said that after regaining consciousness about 10 minutes later, he made his way out of the tannery to an area adjacent to the south parking lot, where he found other employees on break. One of these employees called 911.

The driver was found unconscious inside the tannery building approximately 230 feet from the transfer area. He was pronounced dead at the scene and was later determined to have been overcome by hydrogen sulfide gas. No telephone or other means of communication was located near the transfer area that the driver could have used to notify plant personnel of an emergency. Postaccident investigation revealed that both the emergency valve at the rear of the cargo tank and the compressed air valve, located inside the tannery building approximately 40 feet from the transfer area, were closed and secured.⁴

Chemical Transfer System

The company's unloading areas for sulfuric acid and sodium hydrosulfide were both equipped with padlocks to help prevent the unauthorized unloading of a chemical into a storage tank. Postaccident investigation revealed that a padlock was attached to the sulfuric acid coupler to prevent a transfer hose from being attached. Though not directly related to the accident, the investigation revealed that the padlock that was supposed to secure the sodium hydrosulfide transfer coupler was not installed but was lying nearby. Rust outlined the padlock on the wood surface where it lay.

Carrier Unloading Procedures

Quality Carriers had provided the driver with a driver's manual during his last refresher training, on August 16, 1998. The unloading procedures in the driver's manual state:

When you are in position to unload, make sure the receiving agent points out the actual container or pipe that the product should be loaded into or through. DO NOT ever take it upon yourself to unload a product into a container or storage facility without instructions from a receiving agent even if you have handled the same product to the same plant numerous times before. The consignee could have switched products in the storage facility, and if you were to unload into the tank without first checking, you could, at the least, contaminate two products or cause an explosion by mixing two incompatible chemicals. When the receiving agent points out the proper pipe or container, have him sign the release of responsibility block on the delivery receipt BEFORE you hook up hose or unload for the previous listed reasons. [Emphasis in the original.]

Quality Carriers' unloading procedures did not require drivers to compare the labeling on the facility's transfer coupler that the receiving agent pointed out with the name of the chemical to be delivered.

Regulatory Requirements

Title 49 *Code of Federal Regulations* (CFR) Section 172.702 requires hazmat employers to train and test their hazmat employees. Under Section 172.704, hazmat employers are required to provide general-awareness, function-specific, and safety training to employees who perform functions related to the transportation of hazardous materials.

The term "hazmat employee," as defined in 49 CFR §171.8, includes all persons who in the course of employment perform functions that directly affect hazardous materials transportation safety. According to the interpretation of the DOT's Research and Special Programs Administration (RSPA), the employee's functional relationship to hazardous materials transportation safety, rather than incidental contact with hazardous materials in the work place, is the primary factor in determining whether an individual is a "hazmat employee."

The Safety Board contacted the acting director for the DOT's Office of Motor Carrier Safety (OMC)⁵ to determine the scope of its enforcement of the hazardous materials regulations (HMR) by OMC's investigators at facilities that receive hazardous materials shipments. The OMC official replied that "OMC has no jurisdiction to perform investigations of facilities that receive hazardous materials." Neither the OMC nor RSPA had conducted compliance reviews at Whitehall Leather Company.

As a result of its investigation of a 1986 marine accident in Deer Park, Texas, which involved a transfer of hazardous materials between a marine vessel and a transfer terminal, the Safety Board pointed out the need for the DOT to establish uniform general requirements that would provide adequate and equal levels of safety for the public and for employees of all segments of a hazardous materials transportation system.

Company.

The Michigan Occupational Safety and Health Act is administered by the Michigan Department of Consumer and Industry Services (MDCIS) and has promulgated standards that are identical or similar to Federal OSHA regulations. The MDCIS has conducted inspections at Whitehall Leather Company; however, these inspections have not focussed on bulk unloading transfer areas.

Actions Taken Since The Accident

Whitehall Leather Company has designated two employees as "authorized personnel" to assist in the unloading of bulk shipments of hazardous materials and has advised management staff that no one else is authorized to assist with unloading bulk chemicals. These authorized personnel must remain at the chemical transfer area during the entire unloading operation. The company has developed written procedures and a check sheet for the authorized personnel to follow during the unloading. These procedures require verification that transfer hoses are connected to the proper storage tanks.

In addition to establishing the new procedures, the company has placed barrier gates at the entrances to all three bulk chemical unloading areas, placed locks on all access doors and transfer couplers, and installed an emergency remote alarm button at each transfer location.

Probable Cause

The National Transportation Safety Board determines that the probable cause of this accident was the failure of Whitehall Leather Company to have adequate unloading procedures, practices, and management controls in place to ensure the safe delivery of chemicals to storage tanks. Contributing to the accident was the failure of the U.S. Department of Transportation to establish, and oversee compliance with, adequate safety requirements for unloading hazardous materials from highway cargo tanks.

Adopted: June 20, 2000

Recommendations

As a result of its investigation of the June 4, 1999, accident in Whitehall, Michigan, and the November 19, 1998, accident in Louisville, Kentucky,⁶ and the the Safety Board issues the following safety recommendations:

To the Research and Special Programs Administration:

Within 1 year of the issuance of this safety recommendation, complete rulemaking on Docket HM-223 "Applicability of the Hazardous Materials Regulations to Loading, Unloading and Storage," to establish, for all modes of transportation, safety requirements for loading and unloading hazardous materials. (I-00-6)

To the Occupational Safety and Health Administration:

Require that facilities where bulk hazardous materials are transferred be equipped with a

5. On January 1, 2000, the Office of Motor Carrier Safety was redesignated the Federal Motor Carrier Safety Administration.

6. National Transportation Safety Board. 2000. *Chemical Reaction During Cargo Transfer*. Hazardous Materials Accident Brief HZB/00/02. Washington, D.C.

[Return to top of page](#) | [NTSB Publications](#)

Greg Bowman

Subject:

CHANGE IN DESTINATION LOI

VESSEL: GOLDEN CHARLOTTE
LOAD PORT: YOSU
DISCHARGE PORT: HOUSTON
CARGO: 1568.366MT SODIUM SULFIDE SOLUTION
BILL OF LADING: #GCHYH-1201, DATED JULY 13TH 2008 AT SEOUL.

THE ABOVE CARGO WAS SHIPPED ON THE ABOVE VESSEL BY CES ENVIRONMENTAL SERVICES INC. & CONSIGNED TO CES ENVIRONMENTAL SERVICES INC. FOR DELIVERY AT THE PORT OF HOUSTON BUT WE, CES ENVIRONMENTAL SERVICES INC, HEREBY REQUEST YOU TO ORDER THE VESSEL TO PROCEED TO PORT ARTHUR TEXAS & GIVE DELIVERY OF THE SAID CARGO TO CES ENVIRONMENTAL SERVICES INC. AT THE PORT OF PORT ARTHUR, TEXAS WITHOUT PRESENTATION OF AN ORIGINAL BILL OF LADING.

IN CONSIDERATION OF YOUR COMPLYING WITH OUR ABOVE REQUEST, WE HEREBY AGREE AS FOLLOWS:-

1. TO INDEMNIFY YOU, YOUR SERVANTS & AGENTS & TO HOLD ALL OF YOU HARMLESS IN RESPECT OF ANY LIABILITY, LOSS, DAMAGE OR EXPENSES OF WHATSOEVER NATURE WHICH YOU MAY SUSTAIN BY REASON OF DELIVERING CARGO IN ACCORDANCE WITH OUR REQUEST.
2. IN THE EVENT OF ANY PROCEEDINGS BEING COMMENCED AGAINST YOU OR ANY OF YOUR SERVANTS OR AGENTS IN CONNECTION WITH THE DELIVERY OF THE CARGO AS AFORESAID TO PROVIDE YOU OR THEM ON DEMAND WITH SUFFICIENT FUNDS TO DEFEND THE SAME.
3. IF, IN CONNECTION WITH DELIVERY OF THE CARGO AS AFORESAID, THE SHIP OR ANY OTHER SHIP OR PROPERTY BELONGING TO YOU SHOULD BE ARRESTED OR DETAINED OR IF THE ARREST OR DETENTION THEREOF SHOULD BE THREATENED TO PROVIDE ON DEMAND SUCH BAIL OR OTHER SECURITY AS MAY BE REQUIRED TO PREVENT SUCH ARREST OR DETENTION OR TO SECURE THE RELEASE OF SUCH SHIP OR PROPERTY & TO INDEMNIFY YOU IN RESPECT OF ANY LIABILITY, LOSS, DAMAGE OR EXPENSES CAUSED BY SUCH ARREST OR DETENTION OR THREATENED ARREST OR DETENTION WHETHER OR NOT SUCH ARREST OR DETENTION OR THREATENED ARREST OR DETENTION MAY BE JUSTIFIED.
4. AS SOON AS ALL ORIGINAL BILLS OF LADING FOR THE ABOVE CARGO SHALL HAVE COME INTO OUR POSSESSION TO DELIVER THE SAME TO YOU, WHEREUPON OUR LIABILITY HEREUNDER SHALL CEASE.
5. THE LIABILITY OF EACH AND EVERY PERSON UNDER THIS INDEMNITY SHALL BE JOINT AND SEVERAL AND SHALL NOT BE CONDITION UPON YOUR PROCEEDING FIRST AGAINST ANY PERSON, WHETHER OR NOT SUCH PERSON IS PARTY TO OR LIABLE UNDER THIS INDEMNITY
6. THE LIABILITY OF EACH AND EVERY PERSON UNDER THIS INDEMNITY SHALL IN NO CIRCUMSTANCES EXCEED 200% OF THE CIF VALUE OF THE ABOVE CARGO.
7. THIS INDEMNITY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH ENGLISH LAW AND EACH AND EVERY PERSON LIABLE UNDER THIS INDEMNITY SHALL AT YOUR REQUEST SUBMIT TO THE JURISDICTION OF THE COURTS OF LONDON.

YOURS FAITHFULLY,
FOR AND ON BEHALF OF CES ENVIRONMENTAL SERVICES INC.





شركة راس غاز المحدودة
RasGas Company Limited

Date: 3 April 2008
Ref.: CD/LJ/4/70/08

CES Environmental Services, Inc.
4904 Griggs Rd., Houston, TX 77021
USA
Tel: +1 713 676 1460
Fax: +1 713 676 1676

Attention: Mr. Ramiz Tafilaj, Vice President- International Business

Subject: Contract No. CT/RG08/L072/08
Sulfidic Caustic Solution Receiving and Handling Services and Removal
and Transportation Services
Letter of Acceptance

We are pleased to inform you that, by this letter, RasGas Company Limited ('Company') hereby awards a contract to CES Environmental Services, Inc. ('Contractor') for **Sulfidic Caustic Solution Receiving and Handling Services and Removal and Transportation Services**. This written acceptance by Company constitutes a binding agreement between Company and Contractor with an Effective Date of **3 April 2008**. The binding agreement is evidenced by the terms and conditions set out in the Contract documents currently being compiled for execution. These documents shall reflect the contents of the documents and correspondence listed in the Attachment to this letter.

You are hereby instructed to proceed with the Works.

Please acknowledge acceptance of the foregoing in the space provided below and fax a copy to us by return on +974-4738536.

Congratulations on being awarded this Contract and we look forward to working with you.

Yours faithfully,

Fahad Al-Ansari
Sales Contract Manager

Acknowledged by Contractor:-

Name :

Position :

Signature :

Date :

Page 1 of 2_ Confidential



ATTACHMENT TO LETTER OF ACCEPTANCE

LOA REFERENCE: CD/L/4/70/08
CONTRACT NUMBER: CT/RG08/L072/08
TITLE: Sulfidic Caustic Solution Receiving and Handling Services
and Removal and Transportation Services

1. Summary Details:

- a. **Effective Date:** 3 April 2008
- b. **Commencement Date of the Services:** 4 April 2008
- c. **Contract Duration:** Call Off Contract for a duration of Three(3) Months from Commencement date of the Services covering lift of One (1) cargo with a tentative date of 13/14 April 2008 with an option to extend for a further Three (3) Months to cover lifting of One (1) additional Cargo.
- d. **Compensation:** Refer Section 4.0 compensation of Contract
- e. **Correspondence:** Please quote Contract Number CT/RG08/L072/08 on all future correspondence.

2. Contract documents will reflect the following documents and correspondence:-

- a. Company's Invitation To Tender. ITT/RG08/L072/08 dated 10 March 2008
- b. Company's email Asgar A. Khan/ Ramiz Tafilaj dated 11 March 2008
- c. Contractor's email Ramiz Tafilaj /Asgar A. Khan dated 12 March 2008
- d. Company's email Asgar A. Khan/ Ramiz Tafilaj dated 13 March 2008
- e. Company's four (4) emails Asgar A. Khan/ Ramiz Tafilaj dated 16 March 2008
- f. Company's email Asgar A. Khan/ Ramiz Tafilaj dated 17 March 2008
- g. Contractor's email Ramiz Tafilaj /Asgar A. Khan dated 17 March 2008
- h. Contractor's Unpriced and Priced Proposal dated 24 March 2008
- i. Company's email Asgar A. Khan/ Ramiz Tafilaj dated 25 March 2008
- j. Contractor's email Ramiz Tafilaj /Asgar A. Khan dated 25 March 2008
- k. Contractor's email Ramiz Tafilaj /Asgar A. Khan dated 27 March 2008
- l. Company's email Asgar A. Khan/ Ramiz Tafilaj Tender Clarification No.1 dated 30 March 2008
- m. Contractor's response to Tender Clarification No.1 by email Ramiz Tafilaj /Asgar A. Khan dated 30 March 2008
- n. Company's email Asgar A. Khan/ Ramiz Tafilaj dated 1 April 2008
- o. Contractor's email Ramiz Tafilaj /Asgar A. Khan dated 2 April 2008
- p. Company's Two (2) emails Asgar A. Khan/ Ramiz Tafilaj dated 2 April 2008
- q. Contractor's email Ramiz Tafilaj /Asgar A. Khan dated 3 April 2008

Acknowledged by Contractor:-

Name :

Position :

Signature :

Date :

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EPAHO093000104



**CES Environmental
Services, Inc.**

4904 Griggs Road
Houston, TX 77021
Phone: (713) 676-1460
Fax: (713) 676-1676

Invoice

Date	Invoice #
6/9/2008	46317

Bill To: RasGas Company Limited
P O Box 24200
Doha
State of Qatar

		P.O. No.	Terms	Project	
			Due on rec...		
Quantity	Description	Manifest #	Rate	Amount	
	Contract No. CT/RG08/L072/08				
	6/2/08				
401,212	Sulfidic Caustic Solution Management & Recycling @ \$0.59 per gallon		0.59	236,715.08	
401,212	Transportation services @ \$1.62 per gallon		1.62	649,963.44	
We appreciate your business!			Subtotal	\$886,678.52	
Late Payment Policy: Any unpaid balances beginning on the 30th day after the account is due will accrue a per annum interest rate of 6%, unless otherwise stated in a formalized contract.			Sales Tax (8.25%)	\$0.00	
			Total	\$886,678.52	

EPAHO093000105



R G

RasGas Company Limited

copy

BILL OF LADING

B/L # NC-2008-0003

Loaded in apparent good order and condition by the Sellers, Ras Laffan Liquefied Natural Gas Company Limited (RLII) in the vessel named, SELENDANG GEMALA

Whereof CAPT. SINGH AJEET UPENDRA is the Master/Owners Agent, for the present voyage, now lying in the port of Ras Laffan, State of Qatar, a cargo consisting of Sodium Sulfide Solution (15% or less) declared by the seller to be;

401.212 U.S. Gallons, 1568.366 Metric Tonnes in air, 1,543.595 Long Tons,

and to be delivered (subject to the under mentioned conditions and exceptions) at the port of

Ulsan or Yeosu, Korea

or as near there as she may safely get (always afloat) unto

CES ENVIRONMENTAL SERVICES, INC.

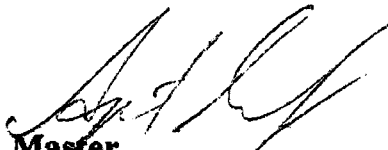
or to their assigns upon payment of freight payable as per charter party, all conditions and exceptions of which charter party including the negligence clause, are deemed incorporated in this Bills of Lading. The ship has the liberty before or after proceeding on the voyage to proceed to and to stay at any port or ports in any order for any purpose and notwithstanding the same that may be out of the direct route to the port of discharge, with liberty to sail without pilots, and to tow and to be towed and to tow and assist vessels in distress or otherwise in all positions, and to deviate for the purpose of saving life and property.

General Average to be adjusted in London according to York-Antwerp Rules 1974.

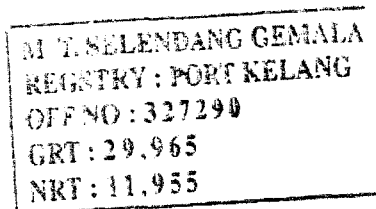
IN WITNESS whereof the Master/Agent of the said ship hath affirmed to **THREE** Bills of Lading, all, of this tenor and date, one of which being accomplished, the others to stand void.

'FREIGHT PAYABLE AS PER CHARTER PARTY'

Dated at the Port of Ras Laffan this 02nd day of June, 2008 .



Master
SINGH AJEET UPENDRA



Weight, quantity, condition and quality unknown to the vessel and the master.

EPAHO093000106



COPY

RasGas Company Limited

CERTIFICATE OF ORIGIN

Port of Loading : Port of Ras Laffan - Liquid Berth 23

Grade : Sodium Sulphide Solution (15% or less)

Vessel : SELENDANG GEMALA

Cargo No : NC-2008-0003

Destination : ULSAN OR YEOSU, KOREA

Consignee : CES ENVIRONMENTAL SERVICES, INC.

B/L No : NC-2008-0003

Net Quantity	: <u>401,212</u>	<u>1,568.366</u>
	U.S. Gallons @ 60°F	Metric Tons (in air)
Gross Quantity	: <u>401,212</u>	<u>1,568.366</u>
	U.S. Gallons @ 60°F	Metric Tons (in air)

It is hereby certified that the above-mentioned cargo has been exported by
Ras Laffan Liquefied Natural Gas Company Limited (II)
and is a product of the State of Qatar.

Certified at Ras Laffan this 02nd day of June 2008

As agent for and on behalf of

Ras Laffan Liquefied Natural Gas Company Limited (II)
Commercial & Shipping Group



Customs Authority

EPAHO093000107



COPY

RasGas Company Limited

CERTIFICATE OF QUANTITY

Port of Loading : Port of Ras Laffan - Liquid Berth 23

Grade : Sodium Sulphide Solution (15% or less)

Vessel : SELENDANG GEMALA

Cargo No : NC-2008-0003

Destination : ULSAN OR YEOSU, KOREA

Consignee : CES ENVIRONMENTAL SERVICES, INC.

Started Loading : 02nd JUNE 2008, 09:12 Hours LT.
(date / time)

Completed Loading : 02nd JUNE 2008, 19:25 Hours LT.
(date / time)

Net Quantity : 401,212 1,568.366
U.S. Gallons @ 60°F Metric Tons (in air)

Gross Quantity : 401,212 1,568.366
U.S. Gallons @ 60°F Metric Tons (in air)

The foregoing is a correct statement of the total cargo of Sodium Sulphide Solution (15% or less) delivered to the above-mentioned vessel.

As agent for and on behalf of Ras Laffan Liquefied Natural Gas Company Limited (II)

02nd June 2008
Date

Master or Agent for Master

Customs Authority

SELENDANG GEMALA
REGISTRY: PORT KELANG
OFF NO: 327290
GRT: 20,965
NRT: 11,955

EPAHO093000108



COPY

RasGas Company Limited

CARGO MANIFEST

Port of Loading : Port of Ras Laffan - Liquid Berth 23
Grade : Sodium Sulphide Solution (15% or less)
Vessel : SELENDANG GEMALA
Cargo No : NC-2008-0003
Destination : ULSAN OR YEOSU, KOREA
Consignee : CES ENVIRONMENTAL SERVICES, INC.
B/L No. : NC-2008-0003

Net Quantity	401,212 U.S. Gallons @ 60°F	1,568.366 Metric Tons (in air)
Gross Quantity	401,212 U.S. Gallons @ 60°F	1,568.366 Metric Tons (in air)

As agent for and on behalf of
Ras Laffan Liquefied Natural Gas Company Limited (II)



02nd June 2008
Date

Master or Agent for Master

M.T. SELENDANG GEMALA
REGISTRY : PORT KELANG
OFF NO : 327290
GRT : 29,965
NRT : 11,955

Customs Authority

EPAHO093000109



شركة راس غاز المحدودة
RasGas Company Limited

COP

Laboratory

Certificate of Quality

Product Type : "SODIUM SULFIDE SOLUTION (15% or Less")

Port of Ras Laffan – Liquid Berth 23

SS/MV : SELENDANG GEMALA

Cargo # : NC-2008-0003

Shipment # : NC-2008-0003

Destination: ULSAN OR YEOSU, KOREA

Consignee : CES ENVIRONMENTAL SERVICES INC.

TEST	TEST METHOD	RESULTS	LIMITS
Specific Gravity @60/60°F (15.5556°C)	ASTM - D 4052/96	1.0830	Report
Sodium Content, %wt	ASTM - D 3561/96	3.36	Report
Sediment % Vol	Centrifuge	0.1	Report
Mercaptan Sulfur, %wt.	PTD-10A/98	0.69	Report
Sulfides Sulfur, S ² %wt.	SMA-010/95	0.06	Report
Acid Oil/Hydrocarbons %wt.	LMC-003/96	2.0	3 Maximum


For RasGas Company Limited.
HEAD OF LABORATORY

27/05/2008

Date


ITS, Caleb Brierley

Intertek

Inspector

27/05/2008

Date



COPY

Qatar Liquefied Gas Company Limited

On behalf of Qatar General Petroleum Corporation, Fata, Qatar Oil and Gas S.A., Mohel Qatar Gas Inc., Mitsui Gas Development B.V., MOL International B.V.

Loading Terminal Time Sheet/Statement of Fact

Port of Ras Laffan - Liquid Berth 23

SS/MV : SELENDANG GEMALA

Cargo : NC-2008-0003

Destination : ULSAN OR YEOSU, KOREA

Event	Date	Hrs Local time (GMT+3)	
E.O.S.P.	01/06/2008	02:00	
Drop Anchor	01/06/2008	03:30	
Anchor Aweigh	02/06/2008	04:18	
Pilot boarded	02/06/2008	05:18	
NOR Tendered	01/06/2008	03:30	
NOR accepted	02/06/2008	08:10	
Arrived at berth (1 st rope)	02/06/2008	06:42	
All Fast	02/06/2008	07:24	
Gangway on board	02/06/2008	07:30	
Safety inspection	02/06/2008	07:30	08:00
Tank inspection	02/06/2008	08:00	08:40
Pre-loading meeting	02/06/2008	08:00	08:30
Loading arms connection	02/06/2008	07:40	08:00
ESD Test	02/06/2008	08:35	
Drain Drum Level Transferring	02/06/2008	N/A	
Ballast water clear	02/06/2008	09:10	
Loading commenced	02/06/2008	09:12	
Loading at full rate	02/06/2008	09:45	
De ballast water commenced	02/06/2008	09:25	
De ballast water completed	02/06/2008	15:00	
Loading rate reduced	02/06/2008	19:20	
Loading completed	02/06/2008	19:25	
Loading arm drained	02/06/2008	19:45	20:00
Loading arms disconnected	02/06/2008	20:15	
Documents on board	02/06/2008	21:15	
Post loading meeting	02/06/2008	21:15	21:30
Gangway cleared	02/06/2008	21:45	
Pilot on board	02/06/2008		
Ship sailed	02/06/2008		

Stoppages and Delays to loading operation

From 09:24 Hrs to 09:54 Hrs on 02/06/08 Loading Suspended due to Shore Reasons.

For Qatar Liquefied Gas Company Limited
Terminal Representative Shift Supervisor

M. T. SELENDANG GEMALA
REGISTRY: PORT KELANG
OFF NO: 327290
GRT: 29.965
NRT: 11.955

Master or Agent for Master

02/06/2008

Date

EPAHO093000111



COPY

RasGas Company Limited

SHIP'S ULLAGE REPORT

Port of Loading : Port of Ras Laffan - Liquid Berth 23

Grade : Sodium Sulphide Solution (15% or less)


Vessel : SELENDANG GEMALA

Cargo No : NC-2008-0003

B/L No : NC-2008-0003

Destination : ULSAN OR YEOSU, KOREA

Tank No.	Port (meters)	Center (meters)	Starboard (meters)
Slop	6.786	-	-
Slop	-	-	5.736
Draughts	Forward (meters)	Aft (meters)	Amidships (meters)
Arrival	12.00	12.00	12.00
Departure	11.80	12.40	12.10


As agent for and on behalf of
Ras Laffan Liquefied Natural Gas Company Limited (10)
M. T. SELENDANG GEMALA
REGISTRY: PORT KELANG
OFF NO: 127290
GRT: 29,965
NRT: 11,955
Master or Agent for Master

02nd June 2008
Date

02nd June 2008
Date

EPAHO093000112

COPV

VESSEL ULLAGE REPORT

Vessel : " SELENDANG GEMALA "

Port : Ras Laffan, Qatar

Grade : Sodium Sulfide Solution (15% or Less)

Date : 19th. April 2008

Time: 19:45 Hrs.

Vessel Tank No.	Obs. Ullage (M)	Cor'd Ullage (M)	TOV m3	Free Water	Obs. Temp °C	Obs. Vol. m3	Density @ Obs. Temp	Weight M.Tons
Slop P	7.260	6.786	693.134	0.000	37.2	693.134	1.0653	738.396
Slop S	6.210	5.736	779.095	0.000	37.2	779.095	1.0653	829.970
Total						1,472.229		1,568.366

Draft in Metres	
Forward	11.80 m
Aft	12.40 m
Trim	.60 m
List	0

Loading Summary	
Litre Weight at 15°C	1.0809
Cor'n Factor per °C	0.00070
Metric Tonnes	1,568.366
Long Tons	1,543.595
U.S. Gallons at 60 °F	401.212

Chief Officer: M. T. SELENDANG GEMALA
"SELENDANG GEMALA"

SELENDANG GEMALA
REGISTRY: POET KELANG
OFFNO: 327290
GRT: 29.965
NRT: 11.955

Surveyor - F. K. Cotiangco III
Intertek-Qatar

Intertek

Inspector

COPY

SHIP TANK INSPECTION CERTIFICATE

Vessel: : "SELENDANG GEMALA"

Port: : Ras Laffan, Qatar

Grade: : Sodium Sulfide Solution (15% or Less)

Date: : 2nd. June 2008

Time: 08:40 Hrs.

Tank No.	Tank Coating	Previous Cargoes			Result	
		Last	2nd Last	3rd Last	Passed	Failed
Slop-P	Marine Line	MTBE	GasOil	Jet Fuel	Passed	-
Slop-S	Marine Line	MTBE	GasOil	Jet Fuel	Passed	

Data pertaining to previous cargoes obtained from Ship's records

Tank Cleaning Method:

1. Marpol wash using ambient SW for 1 Hr.
2. Butterworthing with Hot SW for 5 Hrs.
3. Re-circulation using detergent for 5 Hrs.
4. Flushing with ambient SW for 6 Hrs.
5. Fresh Water rinsing and educting.
6. Line draining, mopping and drying.

It is the responsibility of the vessel to ensure that tank construction material and coatings are suitable for expected cargo; that all pumps, lines valves, filters and other equipment to be in contact with cargoes either on loading or discharge are suitable, clean and dry, and tank heating coils are drained and blanked off.

Chief Officer:

"SELENDANG GEMALA"

M "SELENDANG GEMALA"
REGISTRY: PORT KELANG
OFF NO: 327290
GRT: 29,965
NRT: 11,955

Surveyor: P.K. Cotiangco III
Intertek-Qatar

Intertek

Inspector

COPY

MASTER'S RECEIPT FOR SAMPLES

Please acknowledge receipt of the samples listed below to be delivered to the receiver or their authorised representatives at port of discharge.

SAMPLE SIZE	SEAL NO.	DETAILS
a) 1 x 1.0 Ltr	0582660	Shore Tank No. 73T011 prior to loading.
b) 1 x 1.0 Ltr	0582664	Drip Sample at Manifold during loading.
f)		
g)		
h)		
i)		

Chief Officer :

M T SLE
REGISTRY:
OFF NO : 327290
GRT : 29,965
NRT : 11,955

Surveyor - F.K. Cotiangedo III

INTERVIEWER

Intertek

Inspector



COPY

RasGas Company Limited**MASTER'S RECEIPT OF DOCUMENTS FROM TERMINAL**

Port of Loading : Port of Ras Laffan - Liquid Berth 23

Grade : Sodium Sulphide Solution (15% or less)

Vessel : SELENDANG GEMALA

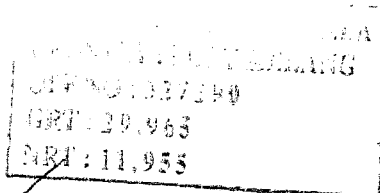
Cargo No. : NC-2008-0003

Destination : ULSAN OR YEOSU, KOREA

Voyage No. : 08003VC

Consignee : CES ENVIRONMENTAL SERVICES, INC.

Documents	Master		Receiver	
	Original	Copy	Original	Copy
Bill of Lading	-	1	ODT	1
Cargo Manifest	-	1	1	1
Certificate of Origin	-	1	1	1
Certificate of Quality	-	1	1	1
Certificate of Quantity	-	1	1	1
Discharge Certificate	1	1	-	1
Loading Terminal Timesheet	-	1	1	1
Masters Receipt of Cargo Samples	-	1	1	1
Masters Receipt of Documents from Terminal	-	1	1	1
Ships Ullage Report	-	1	1	1




Master or Agent for Master

02nd June 2008
Date

EPAHO093000116

DISCHARGE CERTIFICATE

Upon completion of discharge, please send this document to:

RasGas Company Limited

As agent for and on behalf of

Ras Laffan Liquefied Natural Gas Company Limited (II)

P.O.Box 9224

Doha

Qatar

Discharge Port or Lightering Vessel

Vessel: SELENDANG GEMALA Flag: Malaysia DWT: _____

Buyer of Sodium Sulphide Solution (15% or less) : _____

Consignee : CES ENVIRONMENTAL SERVICES, INC.

Cargo No : NC-2008-0003

Name of Destination Refinery: _____

Agent at Discharge Port : _____

We hereby certify that the above-mentioned vessel has arrived at:

Port/Terminal: _____ Country: _____

On (date) _____ and discharge entire/part cargo of

401,212. U.S.Gallons, 1,568.366 Metric Tonnes in Air

of Ras Laffan Liquefied Natural Gas Company Limited (II)

originated product which was loaded at the Port of Ras Laffan - Liquid Berth 23

On : 02nd June 2008

Remarks : _____

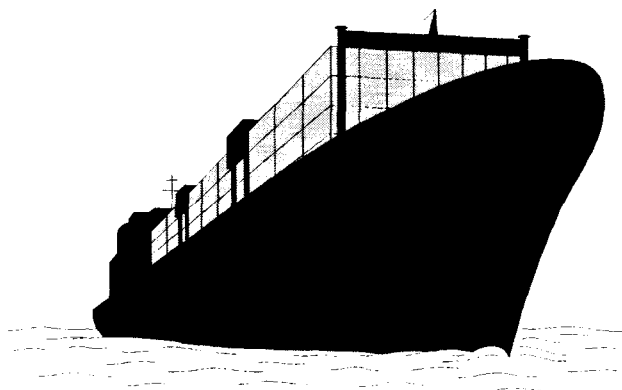
Approved by : _____
Ship's Agent at Discharge Port

Official Stamp of Discharge Port
Customs Authority

Date : _____



Introduction to the Chemical Import Requirements of the Toxic Substances Control Act



Notice

This document provides guidance to assist regulated entities to understand their obligations related to imports under the Toxic Substances Control Act; however, for a complete understanding of all legal requirements, the reader must refer to the applicable federal statute and regulations. This guide is a compliance assistance tool only, and it neither changes nor replaces any applicable legal requirements, nor does it create any rights or benefits for anyone. This guide includes references to the roles of the U.S. Environmental Protection Agency and U.S. Customs Service but the information is provided for context only. Any rules or orders issued by the U.S. Environmental Protection Agency or U.S. Customs Service take precedence over the guidance included herein.

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I. WHAT IS THE TOXIC SUBSTANCES CONTROL ACT (TSCA)?

Congress enacted the Toxic Substances Control Act (TSCA; the Act) in 1976. [Public Law 94-469, October 11, 1976] Under TSCA, EPA is given broad authority to issue regulations designed to gather health/safety and exposure information on, require testing of, and control exposure to individual chemical substances, chemical mixtures, and articles. This brochure is intended to assist chemical importers (including their agents) who may not be familiar with TSCA to understand better their responsibilities under TSCA by providing a basic overview of the Act and its requirements, in particular those that apply to chemical importation. This document does not replace any Federal laws or regulations. Please note that the best authority for information about TSCA is the Act itself and the regulations that are published by EPA at 40 CFR Part 700 through Part 799 and by the U.S. Customs Service (Customs) at 19 CFR sections 12.118 through 12.127 and 127.28 (amended).

II. AS AN IMPORTER, DOES TSCA APPLY TO ME?

Yes – If you import chemical substances, mixtures or articles, you are subject to TSCA and generally must meet the same requirements under TSCA as a chemical manufacturer in the United States. TSCA Section 3 defines the term “manufacture” to mean:

“to import into the customs territory of the United States (as defined in general headnote 2 of the Tariff Schedules of the United States), produce or manufacture.”¹

It is important to ensure that you are in full compliance with all applicable TSCA regulations and other relevant statutes (e.g., Clean Air Act, Resource Conservation and Recovery Act) **before** you import TSCA-covered chemical substances, mixtures, or articles into the United States. Non-compliance with TSCA can result not only in detained shipments and/or denied entry, but can lead to substantial civil and/or criminal penalties.

III. WHAT CHEMICAL SUBSTANCES, MIXTURES AND ARTICLES ARE COVERED BY TSCA?

EPA's authority under TSCA extends to all materials that are considered “chemical substances,” “mixtures,” or “articles” as defined under TSCA. TSCA regulations currently exempt certain classes of materials (e.g., the TSCA

¹ General headnote 2 of the Tariff Schedules of the United States is as follows: Customs Territory of the United States. The term “customs territory of the United States,” as used in the tariff schedule, includes only the States, the District of Columbia, and Puerto Rico.

Section 13 Import Certification regulation currently exempts imported articles). The definitions of these terms are provided below.

TSCA Section 3 defines the term “chemical substance” as:

“... any organic or inorganic substance of a particular molecular identity, including -- (i) any combination of such substances occurring in whole or in part as a result of a chemical reaction or occurring in nature and (ii) any element or uncombined radical.”

It is important to note that the term “chemical substance” also includes microorganisms.

TSCA Section 3 states that the term chemical substance does **not** include the following:

- “tobacco or any tobacco product”
- a “**pesticide**” as defined under the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) when produced, imported, processed or distributed in commerce for use as a pesticide
- a “**source material**,” “**special nuclear material**,” or “**byproduct material**” as these terms are defined in the Atomic Energy Act of 1954 and regulations issued under that act
- an article (i.e., **firearms and ammunition**) the sale of which is subject to the tax imposed by section 4181 of the Internal Revenue Service Code of 1954 (determined without regard to the exemptions from such tax provided by section 4182 or 4221 or any other provision of such code)
- a “**food**,” “**food additive**,” “**drug**,” “**cosmetic**,” or “**device**” as those terms are defined in section 201 of the Federal Food, Drug, and Cosmetic Act (FFDCA) when produced, imported, processed or distributed in commerce for use as a food, food additive, drug, cosmetic, or device.

A “mixture” is defined under Section 3 of TSCA as:

“Any combination of two or more chemical substances if the combination does not occur in nature and is not, in whole or in part, the result of chemical reaction; except that such term does not include any combination which occurs, in whole or in part, as a result of a chemical reaction if none of the chemical substances comprising the mixture is a

Introduction to the Chemical Import Requirements of TSCA

new chemical substance and if the combination could have been manufactured [(including imported)] for commercial purposes without a chemical reaction at the time the chemical substances comprising the combination were combined."

"Article" is not defined under TSCA itself, but is defined under various TSCA regulations implemented by the Customs Service or EPA. Under the Customs Service regulations at 19 CFR section 12.120(a), concerning, among other things, the entry of chemical substances into the customs territory of the United States under TSCA Section 13, "article" is defined as follows:

(a) Article —

(1) Article means a manufactured item which: (i) Is formed to a specific shape or design during manufacture, (ii) Has end use functions dependent in whole or in part upon its shape or design during the end use, and (iii) Has either no change of chemical composition during its end use or only those changes of composition which have no commercial purpose separate from that of the article and that may occur as described in § 12.120(a)(2); except that fluids and particles are not considered articles regardless of shape or design.

(2) The allowable changes of composition, referred to in § 12.120(a)(1), are those which result from a chemical reaction that occurs upon the end use of other chemical substances, mixtures, or articles such as adhesives, paints, miscellaneous cleaners or other household products, fuels and fuel additives, water softening and treatment agents, photographic films, batteries, matches, and safety flares in which the chemical substance manufactured upon end use of the article is not itself manufactured for distribution in commerce or for use as an intermediate.

Article is also defined under TSCA regulations at 40 CFR sections 704.3, 710.2(e), and 720.3(c).

It is also important to note that chemical substances and mixtures are considered to be imported as part of an article **only** if the substances or mixtures are not intended to be removed/released from the article and they have no end use or commercial purpose separate from the article of which they are a part. See 42 FR 64583 (December 23, 1977).

IV. WHAT TSCA PROVISION SPECIFICALLY CONCERNS THE ENTRY OF CHEMICAL SUBSTANCES, MIXTURES, AND ARTICLES INTO THE UNITED STATES?

Introduction to the Chemical Import Requirements of TSCA

IV.A TSCA Section 13 Entry Into the Customs Territory of the United States (see 40 CFR Part 707.20 "General Import Requirements and Restrictions" and 19 CFR sections 12.118 through 127.128)

TSCA Section 13 requires that any chemical substance, mixture, or article containing a chemical substance or mixture be refused entry into the customs territory of the United States if it fails to comply with any rule in effect under TSCA or is offered for entry in violation of section 5, 6, or 7 of TSCA. EPA's Policy Statement, 40 CFR 707.20, requires that importers "certify" their imported chemical substances or mixtures are either: (1) in compliance with TSCA Sections 5, 6 and 7 at the time of import; or (2) not subject to TSCA. The current TSCA Import Rule does not pertain to importation of articles.

In addition, Section 13 provides that the Treasury Department (U.S. Customs), in conjunction with EPA, implement these requirements. For that reason, Customs can refuse entry of any shipment that does not have a TSCA certification. An importer of record provides the certification by signing one of the following statements to be typed, preprinted on the invoice, or otherwise included in the entry documentation:

<u>Item</u>	<u>Certification Action</u>
Article	No Certification Required
Tobacco or tobacco product	No Certification Required
Pesticides (but not pesticide intermediates), nuclear materials, food, food additives, drugs, cosmetics, or medical devices	Negative Certification Generally Required
Chemical substances or mixtures (other than articles) subject to TSCA	Positive Certification Required

Introduction to the Chemical Import Requirements of TSCA

- + **Positive Certification Statement:** *"I certify that all chemical substances in this shipment comply with all applicable rules or orders under TSCA and that I am not offering a chemical substance for entry in violation of TSCA or any applicable rule or order under TSCA."*
- **Negative Certification Statement:** *"I certify that all chemicals in this shipment are not subject to TSCA."*

IV.B. Abbreviated Overview of TSCA Certification Requirements

Introduction to the Chemical Import Requirements of TSCA

IV.C Other Certification Considerations

Certification is also required for substances that are imported and are received by mail or commercial carrier, including those intended for research and development. In addition, a "blanket" certification may be requested from the Customs District Director on an annual basis to cover several shipments of the same chemical over a one year period.

V. WHAT ARE THE MAJOR SECTIONS OF TSCA FOR WHICH TSCA IMPORT CERTIFICATION IS REQUIRED, AND WHAT REQUIREMENTS APPLY?

Current TSCA import certification requirements apply specifically to compliance with sections 5, 6, and 7 of TSCA. The following briefly and generally describes certain major requirements under those sections.

V.A. TSCA Section 5 New Chemical Substances

V.A.1 TSCA Section 5 Premanufacture Notification (see 40 CFR Parts 700, 720, 723, 725 and 747)

If you are importing chemicals or chemical-containing items into the U.S., you must determine whether or not any chemical imported in bulk or as a part of a mixture, is a TSCA chemical substance and/or a "new chemical substance" prior to its importation for a nonexempt commercial purpose. Under Section 5 of TSCA, persons who intend to manufacture or import a "new chemical substance" into the United States must seek EPA approval by submitting a pre-manufacture notice (PMN) to EPA at least 90 days prior to importation to enable EPA to determine whether the new chemical may present an unreasonable risk to human health or the environment. A new chemical substance is one that is not already in commerce in the United States, as determined by inclusion in the TSCA Inventory of Chemical Substances maintained by EPA. New chemical substances include certain genetically modified microorganisms (also known as intergeneric microorganisms). When the PMN is approved and the substance is imported, a "Notice of Commencement" (NOC) is required to be submitted to EPA within 30 days of first importation. Following receipt of this NOC, the subject chemical substance will be added to EPA's TSCA Inventory of existing chemical substances for the purposes of future importation and/or domestic production.

V.A.2 TSCA Section 5 (e) Consent Orders

If you are a manufacturer or importer who has signed a consent order issued by EPA under section 5(e) of TSCA, you must also ascertain whether a chemical substance intended to be imported into the United States is subject to that

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order. If so, the chemical substance must be in compliance with the provisions of the consent order before it may be imported into the United States.

V.A.3 TSCA Section 5 Significant New Use Rules (SNURs) (see 40 CFR Part 721)

In addition, prior to importation of a chemical substance subject to TSCA into the United States, an importer of record must determine whether the substance is subject to a Significant New Use Rule issued under Section 5 of TSCA. Section 5 of TSCA authorizes EPA to designate use of a chemical substance as a "significant new use," and require the submission of information to EPA prior to the chemical substance being manufactured (including imported) or processed for that use.

V.A.4 Exemptions to Section 5 of TSCA

Section 5 of TSCA also provides for certain exemptions to the 90-day review of new chemicals. For specific details, see the regulations cited below and section 5 of TSCA. Please note, TSCA compliance certification is still required to import these chemicals.

- Research and Development Exemption - See 40 CFR Section 720.36
- Test Marketing Exemption - See 40 CFR Section 720.38
- Low volume/low release/low exposure Exemption - See 40 CFR Section 723.50
- Polymer Exemption - See 40 CFR Section 723.250.

V.B TSCA Section 6 Regulation of Hazardous Chemical Substances and Mixtures (See also TSCA Section 6 and also 40 CFR Parts 745, 747, 749, 750, 761, and 763)

An importer must also determine whether a chemical substance it intends to import into the United States is subject to a rule issued under Section 6 of TSCA. Section 6 of TSCA authorizes EPA to take regulatory action to protect against unreasonable risk of injury to human health or the environment due to the manufacture (including importation), processing, distribution in commerce, use, or disposal of a chemical substance or mixture. For example, EPA has promulgated regulations under Section 6 of TSCA applicable to polychlorinated biphenyls (PCBs) and asbestos. The importation of PCBs, or articles containing PCBs, is banned under TSCA with a few minor exemptions. In addition, the importation of certain asbestos-containing products, such as flooring felt, commercial paper, corrugated paper, rollboard, and specialty paper is banned under TSCA.

V.C. TSCA Section 7 Imminent Hazards

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Because imports are required to comply with any judicial orders that may be issued under Section 7 of TSCA, importers need to be aware of Section 7 requirements. TSCA Section 7 authorizes EPA to commence a judicial action for seizure of a chemical substance, mixture, or article containing such a chemical substance or mixture, which EPA has determined is imminently hazardous, and/or for other relief against any person who manufactures (imports), processes, distributes in commerce, uses, or disposes of an imminently hazardous chemical substance or mixture or any article containing such a substance or mixture.

V.D. TSCA Section 13 Import Certification Decision-Making Process

1.	Is the material in the shipment to be imported an "article," or tobacco or tobacco product?	If Yes -- Import certification is not required (positive or negative).
		If No -- Continue to #2.
2.	Is the material in the shipment to be imported (a) a pesticide; (b) a source or special nuclear material or byproduct; (c) a firearm or ammunition; or (d) a food, food additive, drug, cosmetic, or device; as those terms are described in Part III of this guide?	If Yes -- The material is not subject to TSCA, but a "negative" TSCA import certification is required unless the shipment is clearly identified as being a pesticide or other chemical not subject to TSCA [for example, the shipment is accompanied by FDA Form FD701 or EPA (FIFRA) Form 3540-1].
		If No -- Continue to #3.
3.	Does the shipment contain any chemical substances or mixtures regulated under TSCA Section 5 (including new chemical substances), TSCA Section 6, or TSCA Section 7?	If Yes -- Continue to #4.
		If No -- A positive TSCA import certification can be made.
4.	Have you complied with TSCA sections 5, 6, and 7 with respect to the chemical substances and/or mixtures in your shipment?	If Yes -- A positive TSCA import certification can be made.
		If No -- Import certification cannot be provided and the shipment cannot be imported until you have complied with all applicable requirements under TSCA sections 5, 6, and 7.

[Note that importers' responsibilities under TSCA Sections 4, 8, and 12(b) are dealt with briefly in the following section of this document. Because TSCA Sections 4, 8, and 12(b) regulations/requirements do not affect importers']

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responsibilities under TSCA Section 13, they are not reflected in this TSCA Section 13 decision process.]

VI. WHAT OTHER TSCA PROVISIONS APPLY TO ME AS AN IMPORTER?

Importers need to be aware that imports must also be in compliance with certain other sections of TSCA, although current regulations require certification at the time of import only for compliance with TSCA sections 5, 6, and 7.

VI.A. TSCA Section 4 Testing of Chemical Substances and Mixtures (see 40 CFR Parts 790, 791, 792, 799, and 766)

Under Section 4 of TSCA, EPA has the authority to require manufacturers (including importers) and processors of chemical substances and mixtures to conduct testing on the health and environmental effects of chemical substances and mixtures. A person who imports or intends to import a chemical substance or mixture subject to a test rule under Section 4 must comply with Section 4 requirements unless the importation qualifies for an exemption included in the regulations at 40 CFR Section 790.42, or under a specific test rule listed under Parts 766 or 799. Following promulgation of a test rule under Section 4 of TSCA, the responsibility to comply with the rule continues for a period of five years from the date the data from all required tests have been submitted or an amount of time equal to that which was required to develop the test data, whichever is longer. Importers therefore have a continuing responsibility to determine whether a chemical substance or mixture which they import or intend to import is subject to a test rule.

VI.B. TSCA Section 8 Reporting and Retention of Information

Section 8 of TSCA authorizes EPA to require persons engaged in the manufacture (includes import), processing, and distribution in commerce of TSCA-covered chemical substances and mixtures to keep certain records and report certain information to EPA. Specific TSCA Section 8 rules (and implementing policy documents in the case of TSCA Section 8(e)) that apply to importers are:

- *TSCA Section 8(a) Inventory Update Rule* – see 40 CFR Part 710
- *TSCA Section 8(a) Preliminary Assessment Information Reporting (PAIR) Rule* – see 40 CFR Part 712
- *TSCA Section 8(a) Chemical Specific Recordkeeping and Reporting Rules* – see 40 CFR Part 704 Subpart B

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- *TSCA Section 8(c) Allegations of Significant Adverse Reactions Recordkeeping and Reporting Rule* – see 40 CFR Part 717
- *TSCA Section 8(d) Unpublished Health and Safety Data Reporting Rule* – see 40 CFR Part 716
- *TSCA Section 8(e) Substantial Risk Information Reporting Requirement (Statutory Provision)* – see implementing Policy Statement (43 FR 11110, March 16, 1978) as well as the TSCA Section 8(e) Reporting Guide (June 1991-- available in hard copy from TSCA Hotline).

VI.C. TSCA Section 12(b) "Export Notification" Rule (see 40 CFR Part 707 Subpart D)

Chemical importers, if also exporters, are potentially subject to Section 12(b) of TSCA. EPA's TSCA Section 12(b) export notification requirements apply to chemical substances or mixtures for which data are required under TSCA Section 5(b), an order has been issued under TSCA Section 5, a proposed or final rule has been issued under TSCA Sections 5 or 6, or an action is pending or relief has been granted under TSCA Sections 5 or 7. With regard to Section 4 of TSCA, only those chemical substances or mixtures listed in *final* TSCA Section 4 test rules and TSCA Section 4 Enforceable Consent Agreements (ECAs) are subject to the export notice requirements under TSCA Section 12(b). Notification of export is generally not required for articles, as provided by 40 CFR section 707.60(b).

VII. CONTACTS AND RESOURCES FOR TECHNICAL ASSISTANCE

VII.A. TSCA Assistance Information Service (TAIS)/TSCA Hotline

U.S. Environmental Protection Agency
Office of Pollution Prevention and Toxics
Environmental Assistance Division
401 M Street, SW
Washington, D.C. 20460
Phone: (202) 554-1404
TDD: (202) 554-0551
Fax: (202) 554-5603
E-mail: tsca-hotline@epa.gov
Hours of Service: 8:30 a.m. - 5:00 p.m. (EST) M-F

Sponsored by the Office of Pollution Prevention and Toxics, the TSCA Hotline provides information assistance to chemical manufacturers, processors, users, storers, disposers, importers and exporters concerning regulations under TSCA. The Service also operates as an information center for labor

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associations, government agencies, domestic and foreign governments, embassies, attorneys, and private citizens.

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VII.B. EPA Regional Contacts

For guidance on the proper procedures to correct any deficiencies in a shipment, contact the following EPA regional offices:

EPA Region 1 (CT, MA, ME, NH, RI, VT)

Pesticides, Toxics, and Radiation Office
Mail Code: CPT
One Congress Street
John F. Kennedy Federal Building
Boston, MA 02203-0001
Phone: (617) 918-3225
Website: www.epa.gov/region01/

EPA Region 2 (NJ, NY, PR, VI)

Pesticides and Toxic Substances Branch
Mail Code: 105
2890 Woodbridge Ave.
Edison, NJ 08837-3679
Phone: (732) 321-6765
Website: www.epa.gov/region02/

EPA Region 3 (DC, DE, MD, PA, VA)

Toxics Program and Enforcement Branch
Mail Code: 3WC33
1650 Arch Street
Philadelphia, PA 19106-2029
Phone: (215) 814-2080
Website: www.epa.gov/region03/

EPA Region 4 (AL, FL, GA, KY, MS, NC, SC, TN)

Pesticides and Toxic Substances Branch
Mail Code: APTMD/TS
61 Forsyth Street SW
Atlanta, GA 30303-8909
Phone: (404) 562-8956
Website: www.epa.gov/region04/

EPA Region 5 (IL, IN, MI, MN, OH, WI)

Pesticides and Toxics Enforcement
Section
Mail Code: DT8J
77 West Jackson Boulevard
Chicago, IL 60604
Phone: (312) 886-7061
Website: www.epa.gov/region5/

EPA Region 6 (AR, LA, NM, OK, TX)

Toxics Section
Mail Code: 6PD-T
1445 Ross Avenue, Suite 1200
Dallas, TX 75202
Phone: (214) 665-6714
Website: www.epa.gov/region06/

EPA Region 7 (IA, KS, MO, NE)

Air, RCRA, and Toxics Division
Mail Code: ARTD/CRIB
726 Minnesota Avenue
Kansas City, MO 66101
Phone: (913) 551-7020
Website: www.epa.gov/region07/

EPA Region 8 (CO, MT, ND, SD, UT, WY)

Pollution Prevention and Pesticides and
Toxics Program
Mail Code: 8P-P3T
999 18th Street, Suite 500
Denver, CO 80202-2466
Phone: (303) 312-6147
Website: www.epa.gov/region08/

EPA Region 9 (AZ, CA, HI, NV, AS GU)

Toxics Section
Mail Code: CMD-4-2
75 Hawthorne Street
San Francisco, CA 94105
Phone: (415) 744-1069
Website: www.epa.gov/region09/

EPA Region 10 (AK, ID, OR, WA)

Solid Waste and Toxics Unit
Mail Code: WCM-128
1200 6th Avenue
Seattle, WA 98101
Phone: (206) 553-1716
Website: www.epa.gov/region10/

VII.C. Internet Sites

ChemAlliance Regulatory Information for the Chemical Process Industry

Website: www.ChemAlliance.org

ChemAlliance is a source of up-to-date information concerning the environmental regulations affecting the chemical industry. ChemAlliance is operated by a partnership of environmental professionals in academia, government and industry. The site offers access to feature articles, regulatory information, regulatory and compliance tools, and pollution prevention information.

U.S. EPA Office of Pollution Prevention and Toxics (OPPT)

Website: www.epa.gov/opptintr/

OPPT is responsible for implementing TSCA and certain other U.S. environmental rules and legislation. The OPPT website contains information about and links to: OPPT projects and programs (e.g., New Chemicals Program); other information resources (e.g., dockets, clearinghouses, libraries, and hotlines); OPPT publications; and chemical and regulatory information databases and software.

TSCA Inventory Update Rule (IUR) Reporting

Website: www.epa.gov/opptintr/iur98/

Phone: (202) 260-2523

This site provides information on the latest reporting cycle. Additional information may be obtained from the Records and Dockets Management Branch.

TSCA Section 13 Requirements Program

Website: www.epa.gov/opptintr/chemtest/sect13.htm

Phone: (202) 260-8130

This site provides information on Section 13 import certification requirements. Additional information may be obtained from the Chemical Information and Testing Branch.

Existing Chemicals Program

Website: www.epa.gov/opptintr/opptaxis.htm

Phone: (202) 260-3945

This site provides information on existing chemicals. Additional information may be obtained from the Existing Chemicals Branch.

Bona Fide Searches

Website: www.epa.gov/opptintr/newchems/findsubs.htm

Phone: (202) 260-2659

This site provides information on how to determine if a chemical is on the confidential portion of the TSCA Inventory. Additional information may be obtained from the Industrial Chemistry Branch.

New Chemicals Program

Website: www.epa.gov/opptintr/newchms/

Phone: (202) 260-3725

This site describes the procedure for filing TSCA Section 5 "Pre-manufacture Notifications," obtaining forms, and reaching appropriate contacts. Additional information may be obtained from the New Chemicals Branch.

TSCA Testing Program

Website: www.epa.gov/opptintr/chemtest/

Phone: (202) 260-8130

This site describes OPPT's TSCA Testing and Information Gathering Program and its objectives, and serves as the major link to information about core TSCA regulations. Additional information can be obtained from the Chemical Information and Testing Branch.

TSCA, 15 U.S.C. Chapter 53

Website: uscode.house.gov/download.htm

Search for Title 15, Chapter 53.

The TSCA statute and all of its amendments are available for downloading through the U.S. House of Representatives' Internet Law Library.

TSCA Inventory (Public Version)

Website: www.pdc.cornell.edu

Cornell University offers users access to the non-confidential (public) TSCA Inventory through a searchable database in the Health and Safety section of their homepage. To conduct a search, the user must enter a CAS number or a full chemical name. *Important Note: For the most accurate information about the status of a chemical in regard to the public portion of the TSCA Inventory, contact the Chemical Abstract Service (CAS) at 800-631-1884 and select option #2.*

TSCA Federal Register Notices

Website: www.epa.gov/fedrgstr/EPA-TOX/

TSCA Federal Register Notices are arranged by date for those issued since October of 1994. Important Federal Register Notices published before that date are archived by date and title.

CORR Database

Website: www.epa.gov/opptintr/CORR/

The Chemicals on Reporting Rules List is a quarterly publication that contains two files to be downloaded into the user's own database software. Those files include a list of chemicals by CAS number referenced in proposed and/or final rules or orders under TSCA Sections 4, 5, 6, and 8 and EPCRA Section 313, and a list of relevant FR citations. *Please Note: The CORR List is simply a compliance aid and should not be used in place of the CFR and Federal Register Notices.*

Biotechnology Home Page

Website: www.epa.gov/opptintr/biotech/

Phone: (202) 260-3725

Under the scope of TSCA, genetically engineered microorganisms are reportable under the TSCA Inventory reporting regulations (40 CFR 710). At this Internet site, users can download the regulations, guidance documents for reporting, risk assessments for certain organisms, and status reports. For additional information, contact the New Chemicals Branch.

Chemical Abstract Service

Website: www.cas.org/

Phone: (800) 631-1884, Select option #2.

Chemical Abstract Service, a division of the American Chemical Society, is the producer of the world's largest and most comprehensive databases of chemical information. The public (i.e., non-confidential) portion of the TSCA Inventory is available online for members for searches through the Scientific and Technical Information Network (STIN). CAS also provides information regarding chemical lists of other countries. Please see, "Bona Fide Searches" for information about the confidential portion of the TSCA Inventory.

Toxics & Pesticides Enforcement Division

Website: es.epa.gov/oeca/ore/tped/

This division of the Office of Enforcement and Compliance Assurance (OECA) handles enforcement activities for TSCA, FIFRA, and EPRCA. Users have

access to enforcement response policies, enforcement guidance, civil penalty policies, and information about Supplemental Environmental Projects (SEPs).

The Right to Know Network

Website: www.rtk.net/

RTK Net was started in 1989 in support of the Emergency Planning and Community Right to Know Act (EPCRA), which requires that information be made available via the TRI. TSCA information is available through chemical fact sheets, IRIS, and other databases such as the TSCA Test Submissions (TSCATS) database. TSCATS contains unpublished toxicologic and ecologic data submitted by industry under Section 4 test rules, 8(d) health and safety studies, 8(e) substantial risk notices, and "For Your Information" FYI submissions.

VII.D. Publications and Other Information Sources

The following publications contain supplementary information on TSCA and TSCA-related issues:

Toxic Substances Control Act: A Guide for Chemical Importers/Exporters (EPA 560/1-91-001), U.S. EPA, Office of Toxic Substances, April 1991.

New Chemicals Program (Brochure) (EPA 743-F-95-001), U.S. EPA, Office of Pollution Prevention and Toxics (OPPT), May 1995.

Layman's Guide to TSCA (Brochure) (EPA 560/1-87-011), U.S. EPA, Office of Toxic Substances, June 1987.

TSCA Inventory (Public Version)

Website: www.ntis.gov/

Phone: (800) 553-NTIS

To buy a full copy of the public (i.e., non-confidential) portion of the TSCA Inventory, users must purchase it on disk or CD ROM from the National Technical Information Service (NTIS). At this site, the user can get price information and ordering numbers to get the latest copy.

1996 Master Testing List

Website: www.epa.gov/opptintr/chemtest/mtl.htm/

The Master Testing List (MTL) is used by OPPT to establish the TSCA Existing Chemical Testing Program agenda. The MTL presents a consolidated listing of OPPT's existing chemical testing priorities as well as those of other EPA program offices, other federal agencies, the TSCA

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Interagency Testing Committee, and international organizations such as OECD.

OPPT Chemical Fact Sheets

Website: www.epa.gov/opptintr/chemfact/

To obtain copies of these and other publications, contact the TSCA Assistance Information Service, or you may contact:

National Service Center for Environmental Publications (NSCEP)

U.S. Environmental Protection Agency

PO Box 42419

Cincinnati, OH 45242-2419

Phone: (513) 489-8190

Toll free: (800) 490-9198

Fax: (513) 489-8695

Website: www.epa.gov/ncepihom/index.html

NSCEP is the central repository and distribution center for EPA publications. NSCEP produces the Annual EPA National Publications Catalog and maintains an in-house inventory of 5,000 current EPA publications available to the public free of charge.

National Environmental Publications Internet Site (NEPIS)

Website: www.epa.gov/cincl/

NEPI allows users to search, view, and print from a collection of over 6,000 of EPA's technical and public information documents.

Chemicals in Our Community

Website: www.epa.gov/cie/

The publication provides the general public, environmental groups, educational organizers, state and local organizations, and other interested parties with access to many of OPPT's information products and services.

National Technical Information Service (NTIS)

U.S. Department of Commerce

Springfield, VA 22161

For subscriptions or ordering options:

Phone: (703) 605-6060

Toll Free: (800) 363-2068

For other items:

Phone: (703) 605-6000

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Toll Free: (800) 553-6847

Fax: 703-321-8547

NTIS sells copies of the public portion of the TSCA Inventory on disk and CD-ROM.

Application and Agreement for Standby Letter of Credit
TO: Bank of America, N.A. ("Bank of America")

For Bank of America Use Only
L/C No.

A. Application.

1. CES Environmental Services ("Applicant") requests Bank of America to issue an irrevocable standby letter of credit ("Letter of Credit") as follows:

☐ Full text teletransmission ☐ Airmail with brief preliminary teletransmission advice ☐ Airmail ☐ Courier

2. Applicant Address:

CES Environmental Services

4904 Griggs Road

Houston, TX 77021

3. For Account of (Name and address, if different from Applicant):

4. Advising Bank:

5. In favor of (Beneficiary Name and Address):

RasGas Company Limited

Post Office Box 24200

Doha, State of Qatar

6. Amount: Four Hundred Thousand and No Cents

(in words and figures)

(\$400,000.00

Currency United States Dollars

(if left blank, U.S. Dollars)

Expiration Date. Drafts to be drawn on and presented at Bank of America's Address set forth in the Letter of Credit on or before: 04/25/2008

☒ If this box is marked. Applicant authorizes Bank of America to effect payment of any sums due under this Application and Agreement by means of debiting Applicant's account with Bank of America set forth below. This authorization does not effect the obligation of Applicant to pay such sums when due, if there are insufficient funds in such account to make such payment when due, or if Bank of America fails to debit the account. and this authorization does not affect any setoff rights of Bank of America at law or in equity. Applicant's account number with Bank of America is (b) (6)

7. Available by drafts drawn at sight on Bank of America when accompanied by the following documentation:

a. The original Letter of Credit.

b. The signed statement of the Beneficiary worded as follows (state wording that is to appear in the statement accompanying the draft; specify if such wording must be exact):

1. The undersigned (1 - Name of Bank issuing the Bond) (hereinafter referred to as the "Guarantor"), established at (2 - Address of Bank issuing the bond) represented by (3 - Guarantor officer's name and position), have taken notice of the tender ref. ITT/RGO8/L201/07 (hereinafter referred to as the "Tender") submitted by CES Environmental Services, Inc. (hereinafter referred to as the "Tenderer"), whose registered office is at 4904 Griggs Road, Houston Texas 77021, USA, to RasGas Company Limited (hereinafter referred to as the "Company"), a company registered under the laws of the State of Qatar, with its registered office at Post Office Box 24200, Doha, State of Qatar.

2. The Guarantor hereby guarantees the due performance by the Tenderer of the Tenderer's obligations under the Tender documents.

3. If the Tenderer fails to comply with any of its obligations under the Tenderer documents, or if the Tenderer withdraws the Tender within the period of validity of the Tender, or if the Tenderer fails after receipt from the Company of notice of award to enter into a contract with the Company, then the guarantor hereby irrevocably undertakes on behalf of the Tenderer to pay to the Company on first demand any sum or sums not exceeding US \$400,000/- (United States Dollars Four Hundred Thousand Only).

8. Special Instructions: 4. Each demand by the Company for payment under the guarantee shall be made in writing to the following address:

Please fax a copy of the SWIFT document that was sent to the correspondent bank in Qatar as soon as possible to the following:

CES Environmental Services
ATT: Matt or Greg Bowman
713-676-1676

Tender Bond will be picked up on or before close of business on Monday, November 26, 2007. When the document is ready, please call Ramiz Talifaj at the following number: 281-300-5322

In addition, please fax a copy of the tender document to the following:

CES Environmental Services
ATT: Matt or Greg Bowman
713-676-1676

B. Agreement.

In consideration of Bank of America's issuing the Letter of Credit at the request of Applicant, Applicant agrees to the following:

1. Applicant Payments.

(a) Applicant shall pay Bank of America, on demand, all amounts paid by Bank of America under or in respect of the Letter of Credit.

(b) On each fee payment date, so long as any undrawn amount of the Letter of Credit remains available, Applicant shall pay Bank of America a Letter of Credit fee. The fee payment date(s) shall be the date(s) as Applicant and Bank of America may agree, or in the absence of such agreement, the fee payment date shall be the date on which Bank of America issues the Letter of Credit. The fee shall be at such rate per annum as Applicant and Bank of America may agree or, in the absence of such agreement, at the rate customarily charged by Bank of America at the time such fee is payable, based upon Applicant's creditworthiness, as determined by Bank of America in its sole discretion. The applicable Letter of Credit fee shall be calculated and payable on the undrawn amount of the Letter of Credit as of each fee payment date, and shall be for the period commencing on such fee payment date and ending on the day preceding the next fee payment date (or the expiration date of the Letter of Credit, as the case may be), both dates inclusive. The Letter of Credit fee will be computed on the basis of a 360-day year and actual days elapsed. Bank of America shall not be required to refund any portion of the Letter of Credit fee paid for any period during which (a) the Letter of Credit expires or otherwise terminates or (b) the undrawn amount of the Letter of Credit is reduced by drawings or by amendment.

(c) Applicant shall pay Bank of America, on demand, commissions and fees for amendments to, payments under, extensions of or cancellation of the Letter of Credit, and other services in the amounts Applicant and Bank of America may agree or, in the absence of such agreement, in the amounts customarily charged by Bank of America on the date of Bank of America's demand.

(d) All payments and deposits of any kind by Applicant under this Application and Agreement, including prepayments, shall be made at the banking center or office Bank of America may designate from time to time. Bank of America shall have no obligation to pay Applicant interest on any such payment, prepayment or deposit made by Applicant under this Application and Agreement.

(e) (i) All payments and deposits by Applicant under this Application and Agreement shall be in the currency in which the Letter of Credit is payable, except that Bank of America may, at its option, require payments and deposits by Applicant under this Application and Agreement to be made in U.S. Dollars if the Letter of Credit is payable in a foreign currency.

(ii) The amount of each payment and each deposit by Applicant under this Application and Agreement in U.S. Dollars for a Letter of Credit payable in a foreign currency shall be determined by converting the relevant amount to U.S. Dollars at the Conversion Rate in effect:

(A) with respect to each payment under Section 1(a) of this Agreement, on the date the payment is made by Bank of America under or in respect of the Letter of Credit; and

(B) with respect to each payment not falling under the preceding clause (A) and each deposit, on the date of Bank of America's demand for such payment or deposit.

(iii) If a U.S. Dollar deposit by Applicant under this Application and Agreement for a Letter of Credit payable in a foreign currency becomes less than the U.S. Dollar equivalent of the undrawn amount of the Letter of Credit because of any variation in rates of exchange, Applicant shall deposit with Bank of America, on demand, additional amounts in U.S. Dollars so that the total amount deposited by Applicant under this Application and Agreement is not less than the U.S. Dollar equivalent of the undrawn amount of the Letter of Credit, determined by using the Conversion Rate on the date of Bank of America's latest demand.

(iv) "Conversion Rate" means the rate quoted by Bank of America for the purchase from Bank of America of the relevant foreign currency with U.S. Dollars.

(f) Applicant shall reimburse or compensate Bank of America, on demand, for all costs incurred, losses suffered and payments made by Bank of America which are applied or allocated by Bank of America to the Letter of Credit (as determined by Bank of America) by reason of any and all present or future reserve, capital, deposit, assessment or similar requirements against (or against any class of or change in or in the amount of) assets or liabilities of, or commitments or extensions of credit by, Bank of America.

(g) Applicant shall pay interest, on demand, on any amount not paid when due under this Application and Agreement from the due date until payment in full at a rate per annum equal to the rate of interest publicly announced from time to time by Bank of America as its prime rate, plus three percentage points (not to exceed the maximum rate permitted by applicable law). The prime rate is set by Bank of America based on various factors, including Bank of America's costs and desired return, general economic conditions and other factors, and is used as a reference point for pricing some credits. Bank of America may price credit at, above or below the prime rate. Any change in Bank of America's prime rate shall take effect at the opening of business on the day specified in Bank of America's public announcement of a change in Bank of America's prime rate. Interest will be computed on the basis of a 360-day year and actual days elapsed.

2. Deposit Events. Upon the occurrence of any of the following events, Applicant shall deposit with Bank of America, on demand (except that such demand shall not be required in the event of an occurrence described in (b) below) and as cash security for Applicant's obligations to Bank of America under this Application and Agreement, an amount equal to the undrawn amount of the Letter of Credit:

(a) Applicant defaults under any provision of this Application and Agreement;

(b) Any bankruptcy or similar proceeding is commenced with respect to Applicant;

(c) Any default occurs under any other agreement involving the borrowing of money or the extension of credit under which Applicant may be obligated as borrower, installment purchaser or guarantor, if such default consists of the failure to pay any indebtedness when due or if such default permits or causes the acceleration of any indebtedness or the termination of any commitment to lend or to extend credit;

(d) Applicant or any of its affiliates defaults on any other obligation to Bank of America;

(e) In the opinion of Bank of America, any material adverse change occurs in Applicant's business, operations, financial condition or ability to perform its obligations under this Application and Agreement;

(f) Any guarantee of Applicant's obligations under this Application and Agreement terminates, is revoked or its validity is contested by the guarantor, or any of the events set forth in (b) through (e) above occur with respect to the guarantor rather than the Applicant; or

(g) Any court order, injunction or other legal process is issued restraining or seeking to restrain drawing or payment under the Letter of Credit.

3. Charge to Accounts. If Bank of America is unable to debit the account, if any, specified on the Application, Applicant authorizes Bank of America to charge any of Applicant's accounts with Bank of America, or any affiliate of Bank of America, for all amounts then due and payable to Bank of America under this Application and Agreement.

4. Indemnities.

(a) Applicant will indemnify and hold Bank of America (such term to include for purposes of this Section 4 affiliates of Bank of America and its affiliates' officers, directors, employees and agents) harmless from and against (i) all loss or damage arising out of the issuance by Bank of America, or any other action taken by any such indemnified party in connection with the Letter of Credit including any loss or damage arising in whole or in part from the negligence of the party seeking indemnification, but excluding any loss or damage resulting from the gross negligence or willful misconduct of the party seeking indemnification, and (ii) all costs and expenses (including reasonable attorneys' fees and allocated costs of in-house counsel and legal expenses) of all claims or legal proceedings arising out of the issuance by Bank of America of the Letter of Credit or incident to the collection of amounts owed by Applicant hereunder or the enforcement of the rights of Bank of America hereunder, including, without limitation, legal proceedings related to any court order, injunction, or other process or decree restraining or seeking to restrain Bank of America from paying any amount under the Letter of Credit. Additionally, Applicant will indemnify and hold Bank of America harmless from and against all claims, losses, damages, suits, costs or expenses (including reasonable attorneys' fees and allocated costs of in-house counsel, and legal expenses) arising out of Applicant's failure to timely procure

comply with applicable laws, regulations or rules, or any other conduct or failure to procure Applicant relating to or affecting the Letter of Credit.

(b) If any award, judgment or order is given or made for the payment of a sum due under this Application and Agreement and such award, judgment or order is in a currency other than the currency required under this Application and Agreement, Applicant shall indemnify Bank of America against and hold Bank of America harmless from all loss and damage incurred by Bank of America as a result of any variation in exchange between the date of such award, judgment or order and the date of payment of the case of partial payments, the date of each partial payment thereof) in the relevant currency.

(c) Each of these indemnities shall constitute an obligation separate and independent from the other obligations contained in this Application and Agreement, shall constitute a separate and independent cause of action, shall apply irrespective of any indulgence or forbearance by Bank of America from time to time, and shall continue in full force and effect notwithstanding any award, judgment or order for a liquidated sum in respect of such claim due under this Application and Agreement.

5. Governing Law and Rules.

(a) The Letter of Credit will be subject to and governed by the most current version of the Uniform Customs and Practice for Documentary Credits, as published by the International Chamber of Commerce, or any successor publication "International Standby Practices", except as Applicant may otherwise agree in writing with Bank of America and as Bank of America may otherwise agree within the text of the Letter of Credit. The Letter of Credit will also be subject to, and this Application and Agreement will be governed by, the laws of the state in the United States where Bank of America issues the Letter of Credit; provided, however, that, with respect to the Letter of Credit, Bank of America may agree, on Applicant's request, to specify in the Letter of Credit a different state's laws as the governing law. In any event, each choice of law shall be without reference to the chosen state's provisions regarding conflicts of laws.

(b) Applicant and Bank of America agree, to the extent permitted under applicable law, to waive any right to a trial by jury in any action or proceeding with respect to any controversy under this Application and Agreement and hereby agree that such controversy will be tried before a judge without a jury.

6. Applicant Status. The word "Applicant" in this Application and Agreement shall mean each signer (other than Bank of America) of this Application and Agreement. If more than one Applicant signs this Application and Agreement, their obligations shall be joint and several.

7. Representations and Warranties. Applicant represents and warrants to Bank of America that it has the authority to enter into this Application and Agreement and that the Application and Agreement will not violate or conflict with any of the provisions of its constitution or any other agreement or undertaking to which it is a party or to which it is bound.

8. Miscellaneous.

(a) No delay, extension of time, renewal, compromise or other indulgence granted by Bank of America shall impair the rights and powers of Bank of America hereunder. Bank of America shall not be deemed to have waived any provision hereunder, unless Bank of America shall have signed such waiver in writing.

(b) Any notice from Bank of America to Applicant shall be deemed given if mailed, postage paid, or when delivered to a courier, fee paid by shipper, address Applicant at the address furnished by Applicant to Bank of America pursuant to the Application, or when confirmed by electronic confirmation to Bank of America, or when delivered via facsimile or other teletransmission. Any notice from Applicant to Bank of America shall be effective upon receipt by Bank of America.

(c) Each provision of this Application and Agreement shall be interpreted and construed in the manner as to be effective and valid under applicable law, but if any provision of this Application and Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, and the remainder of such provision or the remaining provisions of this Application and Agreement shall remain in full force and effect.

(d) Any and all payments made to Bank of America hereunder shall be net of any and without deduction for any present or future taxes, levies, imposts, charges or withholdings, and all liabilities with respect thereto, excluding income taxes imposed by the United States and any political subdivisions thereof, and franchise taxes imposed by the United States and any political subdivisions thereof, and nonexcluded taxes being herein called "Taxes". If Applicant shall be required to deduct any Taxes from or in respect of any sum payable hereunder, (i) the sum payable hereunder shall be increased as may be necessary so that after making all required deductions, the sum payable hereunder shall be equal to the sum payable hereunder before the deductions were made, (ii) Applicant shall make such deductions, and (iii) Applicant shall pay the full amount deducted to the relevant authority in accordance with applicable law. Applicant will indemnify Bank of America for the full amount of Taxes (including limitation, any Taxes imposed by any jurisdiction on amounts payable under the Letter of Credit) paid by Bank of America and any liability (including penalties, interest or damages) arising therefrom or with respect thereto, whether or not such Taxes were correctly assessed. This indemnification shall be made within 30 days from the date Bank of America makes written demand therefor. Within 30 days after the date of any payment under the Letter of Credit, Applicant will furnish to Bank of America the original or a certified copy of a tax return evidencing payment thereof.

(e) This Application and Agreement shall be binding upon Applicant, its successors, assigns, and shall inure to the benefit of Bank of America, its successors, assigns, provided that any assignment by Applicant of any of its rights or obligations under this Application and Agreement without the prior written consent of Bank of America shall be void.

(f) Unless the Applicant has specified in the Application that the wording of the Letter of Credit must be exact, Applicant understands that the final form of the Letter of Credit may vary from the wording specified in the Application, and Applicant authorizes Bank of America to make such changes, not materially inconsistent with the Application, as Bank of America deems necessary or appropriate. Applicant understands that the Letter of Credit is greater if Applicant requests a standby letter of credit which requires supporting documents, rather than a standby letter of credit which requires supporting documents.

(g) In the event of any change or modification, with the consent of Applicant, the Letter of Credit may be given by any means of submission acceptable to Bank of America, including, without limitation, computer, facsimile or telex, relative to the Letter of Credit instrument called for hereunder, including any waiver made or in good faith by Bank of America to have been made by Applicant of any term hereof or the non-issuance of any such instruments with the terms of the Letter of Credit, this Application and Agreement shall be binding upon Applicant with regard to the Letter of Credit or modified, and to any action taken by Bank of America or any of its correspondents, agents or other representatives in connection with this Application and Agreement can be changed only in a writing and signed by Applicant and Bank of America.

(h) Bank of America assumes no liability or responsibility for the consequences of delay and/or loss in transit of any message, letter or documentation, or for mutilation or other error arising in the transmission of any teletransmission. In no event shall Bank of America be liable for any special, indirect, consequential or exemplary damages.

(i) If Applicant includes in the Application any language describing even conditions that would not be possible for Bank of America to verify solely from documents required to be presented under the Letter of Credit, Applicant acknowledges that Bank of America has no obligation to verify compliance with such conditions.

NOTICE OF FINAL AGREEMENT. THIS WRITTEN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

This Application and Agreement is executed by Applicant on 11/21/07.

EPAHO093000130

Name of Applicant	
CES Environmental Services, Inc.	
By:	Title
Greg Bowman	Vice President, Fina
Name of Applicant (if any, co-signing with the Applicant above)	
By:	Title
(WHERE SPECIMEN SIGNATURES OF THE APPLICANT NAMED ABOVE ARE NOT ON FILE WITH BANK OF AMERICA, THE FOLOWING SIGNATURE VERIFICATION IS REQUIRED.)	
The above signature of an officer, partner or agent of each Applicant indicated above confirms to that on file with us and such officer, partner or agent is fully authorized to sign this Agreement for such Applicant.	
By:	BANK (Full Name)
	(Bank Address)
Authorized Signature/Title (Specimen signature of the signer must be on file with Bank of America)	
05-35-0521NSBW 05-2007	

FOR OFFICE USE ONLY			
<input type="checkbox"/> Trade Operations		Mail Code#	
COMMISSION	<input type="checkbox"/> Per Standard Fee Schedule	<input type="checkbox"/> Other	<input type="checkbox"/> Charge f
	<input type="checkbox"/> Charge Directly	<input type="checkbox"/> Commissions and Charges only	<input type="checkbox"/> Drawing: Commission
APPROVING OFFICER (Printed Name)		PHONE #	
OFFICER TELEPHONE #		FAX #	
DDA APPLICANT A/C #			
APPROVING BANK OFFICER SIGNATURE			
OFFICER - INTEROFFICE ADDRESS			
OFFICER NUMBER AND COST CENTER NUMBER			

Bank o

Application and Agreement for Standby Letter of Credit
TO: Bank of America, N.A. ("Bank of America")

For Bank of America Use Only

L/C No.

A. Application.

1. CES Environmental Services ("Applicant") requests Bank of America to issue an irrevocable standby letter of credit ("Letter of Credit") as follows:

☐ Full text teletransmission ☐ Airmail with brief preliminary teletransmission advice ☐ Airmail ☐ Courier

2. Applicant Address:

CES Environmental Services

4904 Griggs Road

Houston, TX 77021

3. For Account of (Name and address, if different from Applicant):

4. Advising Bank:

5. In favor of (Beneficiary Name and Address):

RasGas Company Limited

Post Office Box 24200

Doha, State of Qatar

6. Amount: Four Hundred Thousand and No Cents (in words and figures) (\$400,000.00)

Currency United States Dollars

(if left blank, U.S. Dollars)

Expiration Date. Drafts to be drawn on and presented at Bank of America's Address set forth in the Letter of Credit on or before: 04/25/2008

☒ If this box is marked, Applicant authorizes Bank of America to effect payment of any sums due under this Application and Agreement by means of debiting Applicant's account with Bank of America set forth below. This authorization does not effect the obligation of Applicant to pay such sums when due, if there are insufficient funds in such account to make such payment when due, or if Bank of America fails to debit the account, and this authorization does not affect any setoff rights of Bank of America at law or in equity. Applicant's account number with Bank of America is (b) (6).

7. Available by drafts drawn at sight on Bank of America when accompanied by the following documentation:

a. The original Letter of Credit.

b. The signed statement of the Beneficiary worded as follows (state wording that is to appear in the statement accompanying the draft; specify if such wording must be exact):

1. The undersigned (1 – Name of Bank issuing the Bond) (hereinafter referred to as the "Guarantor"), established at (2 – Address of Bank issuing the bond) represented by (3 – Guarantor officer's name and position), have taken notice of the tender ref. ITT/RGO8/L201/07 (hereinafter referred to as the "Tender") submitted by CES Environmental Services, Inc. (hereinafter referred to as the "Tenderer"), whose registered office is at 4904 Griggs Road, Houston Texas 77021, USA, to RasGas Company Limited (hereinafter referred to as the "Company"), a company registered under the laws of the State of Qatar, with its registered office at Post Office Box 24200, Doha, State of Qatar.

2. The Guarantor hereby guarantees the due performance by the Tenderer of the Tenderer's obligations under the Tender documents.

3. If the Tenderer fails to comply with any of its obligations under the Tenderer documents, or if the Tenderer withdraws the Tender within the period of validity of the Tender, or if the Tenderer fails after receipt from the Company of notice of award to enter into a contract with the Company, then the guarantor hereby irrevocably undertakes on behalf of the Tenderer to pay to the Company on first demand any sum or sums not exceeding US \$400,000/- (United States Dollars Four Hundred Thousand Only).

4. Each demand by the Company for payment under the guarantee shall be made in writing to the following address:

8. Special Instructions:

Please fax a copy of the SWIFT document that was sent to the correspondent bank in Qatar as soon as possible to the following:
CES Environmental Services
ATT: Matt or Greg Bowman
713-676-1676

Tender Bond will be picked up on or before noon on Monday, November 26, 2007. When the document is ready, please call one of the following numbers and speak with either Matt Bowman or Greg Bowman .

713-826-1329

713-419-6076

Matt or Greg will provide the name and positive ID of the individual who will pick up the Tender Bond from the Bank in Qatar.

In addition, please fax a copy of the tender document to the following:

CES Environmental Services
ATT: Matt or Greg Bowman
713-676-1676



B. Agreement.

In consideration of Bank of America's issuing the Letter of Credit at the request of Applicant, Applicant agrees to the following:

1. Applicant Payments.

(a) Applicant shall pay Bank of America, on demand, all amounts paid by Bank of America under or in respect of the Letter of Credit.

(b) On each fee payment date, so long as any undrawn amount of the Letter of Credit remains available, Applicant shall pay Bank of America a Letter of Credit fee. The fee payment date(s) shall be the date(s) as Applicant and Bank of America may agree, or in the absence of such agreement, the fee payment date shall be the date on which Bank of America issues the Letter of Credit. The fee shall be at such rate per annum as Applicant and Bank of America may agree or, in the absence of such agreement, at the rate customarily charged by Bank of America at the time such fee is payable, based upon Applicant's creditworthiness, as determined by Bank of America in its sole discretion. The applicable Letter of Credit fee shall be calculated and payable on the undrawn amount of the Letter of Credit as of each fee payment date, and shall be for the period commencing on such fee payment date and ending on the day preceding the next fee payment date (or the expiration date of the Letter of Credit, as the case may be), both dates inclusive. The Letter of Credit fee will be computed on the basis of a 360-day year and actual days elapsed. Bank of America shall not be required to refund any portion of the Letter of Credit fee paid for any period during which (a) the Letter of Credit expires or otherwise terminates or (b) the undrawn amount of the Letter of Credit is reduced by drawings or by amendment.

(c) Applicant shall pay Bank of America, on demand, commissions and fees for amendments to, payments under, extensions of or cancellation of the Letter of Credit, and other services in the amounts Applicant and Bank of America may agree or, in the absence of such agreement, in the amounts customarily charged by Bank of America on the date of Bank of America's demand.

(d) All payments and deposits of any kind by Applicant under this Application and Agreement, including prepayments, shall be made at the banking center or office Bank of America may designate from time to time. Bank of America shall have no obligation to pay Applicant interest on any such payment, prepayment or deposit made by Applicant under this Application and Agreement.

(e) (i) All payments and deposits by Applicant under this Application and Agreement shall be in the currency in which the Letter of Credit is payable, except that Bank of America may, at its option, require payments and deposits by Applicant under this Application and Agreement to be made in U.S. Dollars if the Letter of Credit is payable in a foreign currency.

(ii) The amount of each payment and each deposit by Applicant under this Application and Agreement in U.S. Dollars for a Letter of Credit payable in a foreign currency shall be determined by converting the relevant amount to U.S. Dollars at the Conversion Rate in effect:

(A) with respect to each payment under Section 1(a) of this Agreement, on the date the payment is made by Bank of America under or in respect of the Letter of Credit; and

(B) with respect to each payment not falling under the preceding clause (A) and each deposit, on the date of Bank of America's demand for such payment or deposit.

(iii) If a U.S. Dollar deposit by Applicant under this Application and Agreement for a Letter of Credit payable in a foreign currency becomes less than the U.S. Dollar equivalent of the undrawn amount of the Letter of Credit because of any variation in rates of exchange, Applicant shall deposit with Bank of America, on demand, additional amounts in U.S. Dollars so that the total amount deposited by Applicant under this Application and Agreement is not less than the U.S. Dollar equivalent of the undrawn amount of the Letter of Credit, determined by using the Conversion Rate on the date of Bank of America's latest demand.

(iv) "Conversion Rate" means the rate quoted by Bank of America for the purchase from Bank of America of the relevant foreign currency with U.S. Dollars.

(f) Applicant shall reimburse or compensate Bank of America, on demand, for all costs incurred, losses suffered and payments made by Bank of America which are applied or allocated by Bank of America to the Letter of Credit (as determined by Bank of America) by reason of any and all present or future reserve, capital, deposit, assessment or similar requirements against (or against any class of or change in or in the amount of) assets or liabilities of, or commitments or extensions of credit by, Bank of America.

(g) Applicant shall pay interest, on demand, on any amount not paid when due under this Application and Agreement from the due date until payment in full at a rate per annum equal to the rate of interest publicly announced from time to time by Bank of America as its prime rate, plus three percentage points (not to exceed the maximum rate permitted by applicable law). The prime rate is set by Bank of America based on various factors, including Bank of America's costs and desired return, general economic conditions and other factors, and is used as a reference point for pricing some credits. Bank of America may price credit at, above or below the prime rate. Any change in Bank of America's prime rate shall take effect at the opening of business on the day specified in Bank of America's public announcement of a change in Bank of America's prime rate. Interest will be computed on the basis of a 360-day year and actual days elapsed.

2. Deposit Events. Upon the occurrence of any of the following events, Applicant shall deposit with Bank of America, on demand (except that such demand shall not be required in the event of an occurrence described in (b) below) and as cash security for Applicant's obligations to Bank of America under this Application and Agreement, an amount equal to the undrawn amount of the Letter of Credit:

(a) Applicant defaults under any provision of this Application and Agreement;

(b) Any bankruptcy or similar proceeding is commenced with respect to Applicant;

(c) Any default occurs under any other agreement involving the borrowing of money or the extension of credit under which Applicant may be obligated as borrower, installment purchaser or guarantor, if such default consists of the failure to pay any indebtedness when due or if such default permits or causes the acceleration of any indebtedness or the termination of any commitment to lend or to extend credit;

(d) Applicant or any of its affiliates defaults on any other obligation to Bank of America;

(e) In the opinion of Bank of America, any material adverse change occurs in Applicant's business, operations, financial condition or ability to perform its obligations under this Application and Agreement;

(f) Any guarantee of Applicant's obligations under this Application and Agreement terminates, is revoked or its validity is contested by the guarantor, or any of the events set forth in (b) through (e) above occur with respect to the guarantor rather than the Applicant; or

(g) Any court order, injunction or other legal process is issued restraining or seeking to restrain drawing or payment under the Letter of Credit.

3. Charge to Accounts. If Bank of America is unable to debit the account, if any, specified on the Application, Applicant authorizes Bank of America to charge any of Applicant's accounts with Bank of America, or any affiliate of Bank of America, for all amounts then due and payable to Bank of America under this Application and Agreement.

4. Indemnities.

(a) Applicant will indemnify and hold Bank of America (such term to include for purposes of this Section 4 affiliates of Bank of America and its affiliates' officers, directors, employees and agents) harmless from and against (i) all loss or damage arising out of the issuance by Bank of America, or any other action taken by any such indemnified party in connection with the Letter of Credit including any loss or damage arising in whole or in part from the negligence of the party seeking indemnification, but excluding any loss or damage resulting from the gross negligence or willful misconduct of the party seeking indemnification, and (ii) all costs and expenses (including reasonable attorneys' fees and allocated costs of in-house counsel and legal expenses) of all claims or legal proceedings arising out of the issuance by Bank of America of the Letter of Credit or incident to the collection of amounts owed by Applicant hereunder or the enforcement of the rights of Bank of America hereunder, including, without limitation, legal proceedings related to any court order, injunction, or other process or decree restraining or seeking to restrain Bank of America from paying any amount under the Letter of Credit. Additionally, Applicant will indemnify and hold Bank of America harmless from and against all claims, losses, damages, suits, costs or expenses (including reasonable attorneys' fees and allocated costs of in-house counsel, and legal expenses) arising out of Applicant's failure to timely procure licenses or

comply with applicable laws, regulations or rules, or any other conduct or failure of Applicant relating to or affecting the Letter of Credit.

(b) If any award, judgment or order is given or made for the payment of any amount due under this Application and Agreement and such award, judgment or order is express in a currency other than the currency required under this Application and Agreement, Applicant shall indemnify Bank of America against and hold Bank of America harmless from all loss and damage incurred by Bank of America as a result of any variation in rate of exchange between the date of such award, judgment or order and the date of payment (or the case of partial payments, the date of each partial payment thereof) in the required currency.

(c) Each of these indemnities shall constitute an obligation separate and independent from the other obligations contained in this Application and Agreement, shall give rise to separate and independent cause of action, shall apply irrespective of any indulgence granted by Bank of America from time to time, and shall continue in full force and effect notwithstanding any award, judgment or order for a liquidated sum in respect of an amount due under this Application and Agreement.

5. Governing Law and Rules.

(a) The Letter of Credit will be subject to and governed by the most current version in effect on the date the Letter of Credit is issued, of the International Chamber of Commerce publication "International Standby Practices", except as Applicant may otherwise instruct the Application and as Bank of America may otherwise agree within the text of the Letter of Credit as issued. The Letter of Credit will also be subject to, and this Application and Agreement will be governed by, the laws of the state in the United States where Bank of America issues the Letter of Credit; provided, however, that, with respect to the Letter of Credit, Bank of America may agree, on Applicant's request, to specify in the Letter of Credit a different state's laws as the governing law. In any event, each choice of law shall be without reference to the chosen state's provisions regarding conflicts of laws.

(b) Applicant and Bank of America agree, to the extent permitted under applicable law, to waive any right to a trial by jury in any action or proceeding with respect to any dispute or controversy under this Application and Agreement and hereby agree that such action or proceeding will be tried before a judge without a jury.

6. Applicant Status. The word "Applicant" in this Application and Agreement refers to each signer (other than Bank of America) of this Application and Agreement. If this Application and Agreement is signed by more than one Applicant, their obligations under this Application and Agreement shall be joint and several.

7. Representations and Warranties. Applicant represents and warrants to Bank of America that it has the authority to enter into this Application and Agreement and that such Agreement will not violate or conflict with any of the provisions of its constituent documents or any other agreement or undertaking to which it is a party or to which it is bound.

8. Miscellaneous.

(a) No delay, extension of time, renewal, compromise or other indulgence which may occur or be granted by Bank of America shall impair the rights and powers of Bank of America hereunder. Bank of America shall not be deemed to have waived any of its rights hereunder, unless Bank of America shall have signed such waiver in writing.

(b) Any notice from Bank of America to Applicant shall be deemed given when mailed, postage paid, or when delivered to a courier, fee paid by shipper, addressed to Applicant at the address furnished by Applicant to Bank of America pursuant to this Application, or when confirmed by electronic confirmation to Bank of America as having been delivered via facsimile or other teletransmission. Any notice from Applicant to Bank of America shall be effective upon receipt by Bank of America.

(c) Each provision of this Application and Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Application and Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Application and Agreement.

(d) Any and all payments made to Bank of America hereunder shall be made free and clear of and without deduction for any present or future taxes, levies, imposts, deductions, charges or withholdings, and all liabilities with respect thereto, excluding income or franchise taxes imposed by the United States and any political subdivisions thereof (such nonexcluded taxes being herein called "Taxes"). If Applicant shall be required by law to deduct any Taxes from or in respect of any sum payable hereunder, (i) the sum payable shall be increased as may be necessary so that after making all required deductions (including deductions applicable to additional sums payable under this Section 8(d)), Bank of America shall receive an amount equal to the sum Bank of America would have received had no such deductions been made, (ii) Applicant shall make such deductions, and (iii) Applicant shall pay the full amount deducted to the relevant authority in accordance with applicable law. Applicant will indemnify Bank of America for the full amount of Taxes (including, without limitation, any Taxes imposed by any jurisdiction on amounts payable under this Section 8(d)) paid by Bank of America and any liability (including penalties, interest and expense arising therefrom or with respect thereto, whether or not such Taxes were correctly or legally asserted. This indemnification shall be made within 30 days from the date Bank of America makes written demand therefor. Within 30 days after the date of any payment of Taxes, Applicant will furnish to Bank of America the original or a certified copy of a receipt evidencing payment thereof.

(e) This Application and Agreement shall be binding upon Applicant, its successors and assigns, and shall inure to the benefit of Bank of America, its successors, transferees and assigns; provided that any assignment by Applicant of any of its rights or obligations under this Application and Agreement without the prior written consent of Bank of America shall be void.

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(g) In the event of any change or modification, with the consent of Applicant, which consent may be given by any means of submission acceptable to Bank of America, including, without limitation, computer, facsimile or telex, relative to the Letter of Credit any instrument called for hereunder, including any waiver made or in good faith believed by Bank of America to have been made by Applicant of any term hereof or the noncompliance of any such instruments with the terms of the Letter of Credit, this Application and Agreement shall be binding upon Applicant with regard to the Letter of Credit as so changed or modified, and to any action taken by Bank of America or any of its correspondents relating thereto. No term or provision of this Application and Agreement can be changed orally, but only in a writing and signed by Applicant and Bank of America.

(h) Bank of America assumes no liability or responsibility for the consequences arising out of delay and/or loss in transit of any message, letter or documentation, or for delay, mutilation or other error arising in the transmission of any teletransmission. In no event shall Bank of America be liable for any special, indirect, consequential or exemplary damages.

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This Application and Agreement is executed by Applicant on 11/21/07.

EPAHO093000133

Name of Applicant	
CES Environmental Services, Inc.	
By:	Title
Greg Bowman	Vice President, Fina
Name of Applicant (if any, co-signing with the Applicant above)	
By:	Title
(WHERE SPECIMEN SIGNATURES OF THE APPLICANT NAMED ABOVE ARE NOT ON FILE WITH BANK OF AMERICA, THE FOLOWING SIGNATURE VERIFICATION IS REQUIRED.)	
The above signature of an officer, partner or agent of each Applicant indicated above confirms to that on file with us and such officer, partner or agent is fully authorized to sign this Agreement for such Applicant.	
By:	BANK (Full Name)
	(Bank Address)
Authorized Signature/Title (Specimen signature of the signer must be on file with Bank of America)	
05-35-0521NSBW 05-2007	

FOR OFFICE USE ONLY			
<input type="checkbox"/> Trade Operations		Mail Code#	
COMMISSION	<input type="checkbox"/> Per Standard Fee Schedule	<input type="checkbox"/> Other	<input type="checkbox"/> Charge Banking Cente
	<input type="checkbox"/> Charge Directly	<input type="checkbox"/> Commissions and Charges only	<input type="checkbox"/> Drawings, Commissions and Charges
APPROVING OFFICER (Printed Name)		PHONE #	
OFFICER TELEPHONE #		FAX #	
DDA APPLICANT A/C #			
APPROVING BANK OFFICER SIGNATURE			
OFFICER - INTEROFFICE ADDRESS			
OFFICER NUMBER AND COST CENTER NUMBER			

Bank of America,

Application and Agreement for Standby Letter of Credit
TO: Bank of America, N.A. ("Bank of America")

For Bank of America Use Only

L/C No.

A. Application.

1. CES Environmental Services ("Applicant") requests Bank of America to issue an irrevocable standby letter of credit ("Letter of Credit") as follows:

☐ Full text teletransmission ☐ Airmail with brief preliminary teletransmission advice ☐ Airmail ☐ Courier

2. Applicant Address:

CES Environmental Services

4904 Griggs Road

Houston, TX 77021

3. For Account of (Name and address, if different from Applicant):

4. Advising Bank:

5. In favor of (Beneficiary Name and Address):

RasGas Company Limited

Post Office Box 24200

Doha, State of Qatar

6. Amount: Four Hundred Thousand and No Cents Fifty-Five Thousand and ⁰⁰/₁₀₀ cents (\$400,000.00)
(in words and figures)

Currency United States Dollars

(if left blank, U.S. Dollars)

Expiration Date. Drafts to be drawn on and presented at Bank of America's Address set forth in the Letter of Credit on or before: 6/25/08
04/25/2008

☒ If this box is marked, Applicant authorizes Bank of America to effect payment of any sums due under this Application and Agreement by means of debiting Applicant's account with Bank of America set forth below. This authorization does not effect the obligation of Applicant to pay such sums when due, if there are insufficient funds in such account to make such payment when due, or if Bank of America fails to debit the account, and this authorization does not affect any setoff rights of Bank of America at law or in equity. Applicant's account number with Bank of America is (b) (6)

7. Available by drafts drawn at sight on Bank of America when accompanied by the following documentation:

a. The original Letter of Credit.

b. The signed statement of the Beneficiary worded as follows (state wording that is to appear in the statement accompanying the draft; specify if such wording must be exact):

1. The undersigned (1 – Name of Bank issuing the Bond) (hereinafter referred to as the "Guarantor"), established at (2 – Address of Bank issuing the bond) represented by (3 – Guarantor officer's name and position), have taken notice of the tender ref. ITT/RG08/L201/07 (hereinafter referred to as the "Tender") submitted by CES Environmental Services, Inc. (hereinafter referred to as the "Tenderer"), whose registered office is at 4904 Griggs Road, Houston Texas 77021, USA, to RasGas Company Limited (hereinafter referred to as the "Company"), a company registered under the laws of the State of Qatar, with its registered office at Post Office Box 24200, Doha, State of Qatar.

2. The Guarantor hereby guarantees the due performance by the Tenderer of the Tenderer's obligations under the Tender documents.

3. If the Tenderer fails to comply with any of its obligations under the Tenderer documents, or if the Tenderer withdraws the Tender within the period of validity of the Tender, or if the Tenderer fails after receipt from the Company of notice of award to enter into a contract with the Company, then the guarantor hereby irrevocably undertakes on behalf of the Tenderer to pay to the Company on first demand any sum or sums not exceeding US \$400,000/- (United States Dollars Four Hundred Thousand Only).

4. Each demand by the Company for payment under the guarantee shall be made in writing to the following address:

8. Special Instructions:

Please fax a copy of the SWIFT document that was sent to the correspondent bank in Qatar as soon as possible to the following:

CES Environmental Services
ATT: Matt or Greg Bowman
713-676-1676

Tender Bond will be picked up on or before close of business on Monday, November 26, 2007. When the document is ready, please call Ramiz Talifaj at the following number: 281-300-5322

In addition, please fax a copy of the tender document to the following:

CES Environmental Services
ATT: Matt or Greg Bowman
713-676-1676

B. Agreement.

In consideration of Bank of America's issuing the Letter of Credit at the request of Applicant, Applicant agrees to the following:

1. Applicant Payments.

(a) Applicant shall pay Bank of America, on demand, all amounts paid by Bank of America under or in respect of the Letter of Credit.

(b) On each fee payment date, so long as any undrawn amount of the Letter of Credit remains available, Applicant shall pay Bank of America a Letter of Credit fee. The fee payment date(s) shall be the date(s) as Applicant and Bank of America may agree, or in the absence of such agreement, the fee payment date shall be the date on which Bank of America issues the Letter of Credit. The fee shall be at such rate per annum as Applicant and Bank of America may agree or, in the absence of such agreement, at the rate customarily charged by Bank of America at the time such fee is payable, based upon Applicant's creditworthiness, as determined by Bank of America in its sole discretion. The applicable Letter of Credit fee shall be calculated and payable on the undrawn amount of the Letter of Credit as of each fee payment date, and shall be for the period commencing on such fee payment date and ending on the day preceding the next fee payment date (or the expiration date of the Letter of Credit, as the case may be), both dates inclusive. The Letter of Credit fee will be computed on the basis of a 360-day year and actual days elapsed. Bank of America shall not be required to refund any portion of the Letter of Credit fee paid for any period during which (a) the Letter of Credit expires or otherwise terminates or (b) the undrawn amount of the Letter of Credit is reduced by drawings or by amendment.

(c) Applicant shall pay Bank of America, on demand, commissions and fees for amendments to, payments under, extensions of or cancellation of the Letter of Credit, and other services in the amounts Applicant and Bank of America may agree or, in the absence of such agreement, in the amounts customarily charged by Bank of America on the date of Bank of America's demand.

(d) All payments and deposits of any kind by Applicant under this Application and Agreement, including prepayments, shall be made at the banking center or office Bank of America may designate from time to time. Bank of America shall have no obligation to pay Applicant interest on any such payment, prepayment or deposit made by Applicant under this Application and Agreement.

(e) (i) All payments and deposits by Applicant under this Application and Agreement shall be in the currency in which the Letter of Credit is payable, except that Bank of America may, at its option, require payments and deposits by Applicant under this Application and Agreement to be made in U.S. Dollars if the Letter of Credit is payable in a foreign currency.

(ii) The amount of each payment and each deposit by Applicant under this Application and Agreement in U.S. Dollars for a Letter of Credit payable in a foreign currency shall be determined by converting the relevant amount to U.S. Dollars at the Conversion Rate in effect:

(A) with respect to each payment under Section 1(a) of this Agreement, on the date the payment is made by Bank of America under or in respect of the Letter of Credit; and

(B) with respect to each payment not falling under the preceding clause (A) and each deposit, on the date of Bank of America's demand for such payment or deposit.

(iii) If a U.S. Dollar deposit by Applicant under this Application and Agreement for a Letter of Credit payable in a foreign currency becomes less than the U.S. Dollar equivalent of the undrawn amount of the Letter of Credit because of any variation in rates of exchange, Applicant shall deposit with Bank of America, on demand, additional amounts in U.S. Dollars so that the total amount deposited by Applicant under this Application and Agreement is not less than the U.S. Dollar equivalent of the undrawn amount of the Letter of Credit, determined by using the Conversion Rate on the date of Bank of America's latest demand.

(iv) "Conversion Rate" means the rate quoted by Bank of America for the purchase from Bank of America of the relevant foreign currency with U.S. Dollars.

(f) Applicant shall reimburse or compensate Bank of America, on demand, for all costs incurred, losses suffered and payments made by Bank of America which are applied or allocated by Bank of America to the Letter of Credit (as determined by Bank of America) by reason of any and all present or future reserve, capital, deposit, assessment or similar requirements against (or against any class of or change in or in the amount of) assets or liabilities of, or commitments or extensions of credit by, Bank of America.

(g) Applicant shall pay interest, on demand, on any amount not paid when due under this Application and Agreement from the due date until payment in full at a rate per annum equal to the rate of interest publicly announced from time to time by Bank of America as its prime rate, plus three percentage points (not to exceed the maximum rate permitted by applicable law). The prime rate is set by Bank of America based on various factors, including Bank of America's costs and desired return, general economic conditions and other factors, and is used as a reference point for pricing some credits. Bank of America may price credit at, above or below the prime rate. Any change in Bank of America's prime rate shall take effect at the opening of business on the day specified in Bank of America's public announcement of a change in Bank of America's prime rate. Interest will be computed on the basis of a 360-day year and actual days elapsed.

2. Deposit Events. Upon the occurrence of any of the following events, Applicant shall deposit with Bank of America, on demand (except that such demand shall not be required in the event of an occurrence described in (b) below) and as cash security for Applicant's obligations to Bank of America under this Application and Agreement, an amount equal to the undrawn amount of the Letter of Credit:

(a) Applicant defaults under any provision of this Application and Agreement;

(b) Any bankruptcy or similar proceeding is commenced with respect to Applicant;

(c) Any default occurs under any other agreement involving the borrowing of money or the extension of credit under which Applicant may be obligated as borrower, installment purchaser or guarantor, if such default consists of the failure to pay any indebtedness when due or if such default permits or causes the acceleration of any indebtedness or the termination of any commitment to lend or to extend credit;

(d) Applicant or any of its affiliates defaults on any other obligation to Bank of America;

(e) In the opinion of Bank of America, any material adverse change occurs in Applicant's business, operations, financial condition or ability to perform its obligations under this Application and Agreement;

(f) Any guarantee of Applicant's obligations under this Application and Agreement terminates, is revoked or its validity is contested by the guarantor, or any of the events set forth in (b) through (e) above occur with respect to the guarantor rather than the Applicant; or

(g) Any court order, injunction or other legal process is issued restraining or seeking to restrain drawing or payment under the Letter of Credit.

3. Charge to Accounts. If Bank of America is unable to debit the account, if any, specified on the Application, Applicant authorizes Bank of America to charge any of Applicant's accounts with Bank of America, or any affiliate of Bank of America, for all amounts then due and payable to Bank of America under this Application and Agreement.

4. Indemnities.

(a) Applicant will indemnify and hold Bank of America (such term to include for purposes of this Section 4 affiliates of Bank of America and its affiliates' officers, directors, employees and agents) harmless from and against (i) all loss or damage arising out of the issuance by Bank of America, or any other action taken by any such indemnified party in connection with the Letter of Credit including any loss or damage arising in whole or in part from the negligence of the party seeking indemnification, but excluding any loss or damage resulting from the gross negligence or willful misconduct of the party seeking indemnification, and (ii) all costs and expenses (including reasonable attorneys' fees and allocated costs of in-house counsel and legal expenses) of all claims or legal proceedings arising out of the issuance by Bank of America of the Letter of Credit or incident to the collection of amounts owed by Applicant hereunder or the enforcement of the rights of Bank of America hereunder, including, without limitation, legal proceedings related to any court order, injunction, or other process or decree restraining or seeking to restrain Bank of America from paying any amount under the Letter of Credit. Additionally, Applicant will indemnify and hold Bank of America harmless from and against all claims, losses, damages, suits, costs or expenses (including reasonable attorneys' fees and allocated costs of in-house counsel, and legal expenses) arising out of Applicant's failure to timely procure licenses or

comply with applicable laws, regulations or rules, or any other conduct or failure of Applicant relating to or affecting the Letter of Credit.

(b) If any award, judgment or order is given or made for the payment of any amount due under this Application and Agreement and such award, judgment or order is expressed in a currency other than the currency required under this Application and Agreement, Applicant shall indemnify Bank of America against and hold Bank of America harmless from all loss and damage incurred by Bank of America as a result of any variation in rates of exchange between the date of such award, judgment or order and the date of payment (or, the case of partial payments, the date of each partial payment thereof) in the required currency.

(c) Each of these indemnities shall constitute an obligation separate and independent from the other obligations contained in this Application and Agreement, shall give rise to separate and independent cause of action, shall apply irrespective of any indulgence granted by Bank of America from time to time, and shall continue in full force and effect notwithstanding any award, judgment or order for a liquidated sum in respect of an amount due under this Application and Agreement.

5. Governing Law and Rules.

(a) The Letter of Credit will be subject to and governed by the most current version in effect on the date the Letter of Credit is issued, of the International Chamber of Commerce publication "International Standby Practices", except as Applicant may otherwise instruct the Application and as Bank of America may otherwise agree within the text of the Letter of Credit as issued. The Letter of Credit will also be subject to, and this Application and Agreement will be governed by, the laws of the state in the United States where Bank of America issues the Letter of Credit; provided, however, that, with respect to the Letter of Credit, Bank of America may agree, on Applicant's request, to specify in the Letter of Credit a different state's laws as the governing law. In any event, each choice of law shall be without reference to the chosen state's provisions regarding conflicts of laws.

(b) Applicant and Bank of America agree, to the extent permitted under applicable law, to waive any right to a trial by jury in any action or proceeding with respect to any dispute or controversy under this Application and Agreement and hereby agree that such action or proceeding will be tried before a judge without a jury.

6. Applicant Status. The word "Applicant" in this Application and Agreement refers to each signer (other than Bank of America) of this Application and Agreement. If this Application and Agreement is signed by more than one Applicant, their obligations under this Application and Agreement shall be joint and several.

7. Representations and Warranties. Applicant represents and warrants to Bank of America that it has the authority to enter into this Application and Agreement and that such Agreement will not violate or conflict with any of the provisions of its constituent documents or any other agreement or undertaking to which it is a party or to which it is bound.

8. Miscellaneous.

(a) No delay, extension of time, renewal, compromise or other indulgence which may occur or be granted by Bank of America shall impair the rights and powers of Bank of America hereunder. Bank of America shall not be deemed to have waived any of its rights hereunder, unless Bank of America shall have signed such waiver in writing.

(b) Any notice from Bank of America to Applicant shall be deemed given when mailed, postage paid, or when delivered to a courier, fee paid by shipper, addressed to Applicant at the address furnished by Applicant to Bank of America pursuant to this Application, or when confirmed by electronic confirmation to Bank of America as having been delivered via facsimile or other teletransmission. Any notice from Applicant to Bank of America shall be effective upon receipt by Bank of America.

(c) Each provision of this Application and Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Application and Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Application and Agreement.

(d) Any and all payments made to Bank of America hereunder shall be made free and clear of and without deduction for any present or future taxes, levies, imposts, deductions, charges or withholdings, and all liabilities with respect thereto, excluding income or franchise taxes imposed by the United States and any political subdivisions thereof (such nonexcluded taxes being herein called "Taxes"). If Applicant shall be required by law to deduct any Taxes from or in respect of any sum payable hereunder, (i) the sum payable shall be increased as may be necessary so that after making all required deductions (including deductions applicable to additional sums payable under this Section 8(d)), Bank of America shall receive an amount equal to the sum Bank of America would have received had no such deductions been made, (ii) Applicant shall make such deductions, and (iii) Applicant shall pay the full amount deducted to the relevant authority in accordance with applicable law. Applicant will indemnify Bank of America for the full amount of Taxes (including, without limitation, any Taxes imposed by any jurisdiction on amounts payable under this Section 8(d)) paid by Bank of America and any liability (including penalties, interest and expense arising therefrom or with respect thereto, whether or not such Taxes were correctly or legally asserted. This indemnification shall be made within 30 days from the date Bank of America makes written demand therefor. Within 30 days after the date of any payment of Taxes, Applicant will furnish to Bank of America the original or a certified copy of a receipt evidencing payment thereof.

(e) This Application and Agreement shall be binding upon Applicant, its successors and assigns, and shall inure to the benefit of Bank of America, its successors, transferees or assigns; provided that any assignment by Applicant of any of its rights or obligations under this Application and Agreement without the prior written consent of Bank of America shall be void.

(f) Unless the Applicant has specified in the Application that the wording of the Letter of Credit must be exact, Applicant understands that the final form of the Letter of Credit may vary from the wording specified in the Application, and Applicant authorizes Bank of America to make such changes, not materially inconsistent with the Application, which Bank of America deems necessary or appropriate. Applicant understands that the risk to Applicant is greater if Applicant requests a standby letter of credit which requires only a draft, rather than a standby letter of credit which requires supporting documentation.

(g) In the event of any change or modification, with the consent of Applicant, which consent may be given by any means of submission acceptable to Bank of America, including, without limitation, computer, facsimile or telex, relative to the Letter of Credit, any instrument called for hereunder, including any waiver made or in good faith believed by Bank of America to have been made by Applicant of any term hereof or the noncompliance of any such instruments with the terms of the Letter of Credit, this Application and Agreement shall be binding upon Applicant with regard to the Letter of Credit as so changed or modified, and to any action taken by Bank of America or any of its correspondents relating thereto. No term or provision of this Application and Agreement can be changed orally, but only in a writing and signed by Applicant and Bank of America.

(h) Bank of America assumes no liability or responsibility for the consequences arising out of delay and/or loss in transit of any message, letter or documentation, or for delay, mutilation or other error arising in the transmission of any teletransmission. In no event shall Bank of America be liable for any special, indirect, consequential or exemplary damages.

(i) If Applicant includes in the Application any language describing events or conditions that would not be possible for Bank of America to verify solely from the documents required to be presented under the Letter of Credit, Applicant acknowledges and agrees that Bank of America has no obligation to verify compliance with such requirements.

NOTICE OF FINAL AGREEMENT. THIS WRITTEN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

This Application and Agreement is executed by Applicant on 11/21/07.

EPAHO093000136

Name of Applicant	
CES Environmental Services, Inc.	
By:	Title
Greg Bowman	Vice President, Fina
Name of Applicant (if any, co-signing with the Applicant above)	
By:	Title
(WHERE SPECIMEN SIGNATURES OF THE APPLICANT NAMED ABOVE ARE NOT ON FILE WITH BANK OF AMERICA, THE FOWING SIGNATURE VERIFICATION IS REQUIRED.)	
The above signature of an officer, partner or agent of each Applicant indicated above confirms to that on file with us and such officer, partner or agent is fully authorized to sign this Agreement for such Applicant.	
By:	BANK (Full Name) (Bank Address)
Authorized Signature/Title (Specimen signature of the signer must be on file with Bank of America)	
05-35-0521NSBW 05-2007	

FOR OFFICE USE ONLY			
<input type="checkbox"/> Trade Operations		Mail Code#	
COMMISSION	<input type="checkbox"/> Per Standard Fee Schedule	<input type="checkbox"/> Other	<input type="checkbox"/> Charge Banking Cente
	<input type="checkbox"/> Charge Directly	<input type="checkbox"/> Commissions and Charges only	<input type="checkbox"/> Drawings, Commissions and Charges
APPROVING OFFICER (Printed Name)		PHONE #	
OFFICER TELEPHONE #		FAX #	
DDA APPLICANT A/C #			
APPROVING BANK OFFICER SIGNATURE			
OFFICER – INTEROFFICE ADDRESS			
OFFICER NUMBER AND COST CENTER NUMBER			
Bank of America, I			

BankofAmerica ~


: : DB/GUARANTEE
:79 : NARRATIVE
: : /30 VALUE DATE/071126
: : /32 AMOUNT/
: : NOA 0.00
: :VERY URGENT VERY URGENT
: : ATTENTION : TRADE FINANCE
: : OUR LC NO. 3090969
: : F/A/O CES ENVIRONMENTAL SERVICES, INC.
: : IN FAVOR OF RASGAS COMPANY LIMITED
: : FOR USD400.000.00
: : IN REPLY TO YOUR SWIFT MESSAGE DTD 11/26/07
: : THE FOLLOWING IS NOW ADDED ON OUR STANDBY LC
: : QUOTE:
: : 1.OUR PRESENT STANDBY LETTER OF CREDIT IS TOTALLY
: : INDEPENDENT AND SEPARATE FROM YOUR GUARANTEE AS
: : WELL FROM THE RELATIVE CONTRACT AND FROM ANY
: : UNDERLYING CONTRACT.
: : 2.WE HEREBY IRREVOCABLY AND UNCONDITIONALLY
: : CONFIRM THAT IN CASE YOUR TENDER BOND IS
: : SUBSTITUTED TO PERFORMANCE BOND THEN THE PRESENT
: : STANDBY LETTER OF CREDIT SHALL CONSTITUTE AS
: : REQUIRED BY YOUR BANK FOR SUCH SUBSTITUTION
: : WITHOUT ANY NEED FOR FURTHER AMENDMENT. HOWEVER,
: : PLEASE NOTIFY US BY AUTHENTICATED SWIFT MESSAGE.
: : QUOTING OUR LC NO. 3090969
: : UNQUOTE

: : BANK TO BANK INSTRUCTIONS:

: : 1.IF YOUR FINAL PERFORMANCE BOND SHOULD BE FOR A
: : HIGHER AMOUNT THAN THE TENDER BOND, PLEASE NOTIFY
: : US BY SWIFT MESSAGE, WE WILL AMEND OUR STANDBY LC
: : SUBJECT TO OUR RECEIPT OF THE AMENDMENT FROM THE
: : APPLICANT AND THE CREDIT APPROVAL.
: : 2. WE UNDERSTAND FROM THE APPLICANT THAT

: : AT PRESENT, THERE IS NO REQUIREMENT TO CONVERT
: : THE TENDER BOND TO A PERFORMANCE BOND AND NO
: : REQUIREMENT FOR GUARANTEE BEYOND USD 400,000.00
: : REGARDS,
: : ANNIE MATIAS
: : STANDBY LC DEPT.

ORIGINAL

 11/26/07

BankofAmerica . . .

SWIFT700 - ISSUE OF A DOCUMENTARY CREDIT

:TO : RECEIVING PARTY NAME AND ADDRESS

NONK

LOCE

S

USD

000000400000.00

DOHA BANK

GRAND HAMAD AVENUE 2/ FL

PO BOX 3818, DOHA BK BLDG

DOHA, QATAR

:27 : SEQUENCE OF TOTAL

1/1

:40A: FORM OF STANDBY LETTER OF CREDIT

IRREVOCABLE STANDBY

:20 : STANDBY LETTER OF CREDIT NUMBER

3090969

:31C: DATE OF ISSUE

071123

:40E: APPLICABLE RULES

UCP LATEST VERSION

:31D: DATE AND PLACE OF EXPIRY

080425AT OUR COUNTERS

:51D: APPLICANT BANK

BANK OF AMERICA, N.A.

1000 W. TEMPLE STREET

7TH FLOOR, CA9-705-07-05

LOS ANGELES, CA 90012-1514

:50 : APPLICANT

CES ENVIRONMENTAL SERVICES, INC. 4904

GRIGGS ROAD

HOUSTON, TX 77021

:59 : BENEFICIARY

DOHA BANK

GRAND HAMAD AVENUE 2/FL

PO BOX 3818, DOHA BK BLDG

DOHA, QATAR

:32B: CURRENCY CODE, AMOUNT

USD 400,000.00

:39B: MAXIMUM CREDIT AMOUNT

NOT EXCEEDING

:41D: AVAILABLE WITH... BY...

BANK OF AMERICA N.A.

BY PAYMENT

:46A: DOCUMENTS REQUIRED

:47A: ADDITIONAL CONDITIONS

PLEASE ISSUE YOUR TENDER BOND ON OUR BEHALF AS FOLLOWS:

QUOTE

BENEFICIARY

RASGAS COMPANY LIMITED

OK to release
[Signature]
VP Finance + Admin
CES Environmental Services, Inc.
11/26/07

ORIGINAL

[Signature]

Bank of America ~

: POST OFFICE Bar 24200
DOHA, STATE OF QATAR

GUARANTEE AMOUNT USD400,000.00 GUARANTEE

EXPIRY DATE - MARCH 25, 2008

1. THE UNDERSIGNED (1 - NAME OF BANK ISSUING THE BOND) (HEREINAFTER REFERRED TO AS THE "GUARANTOR"), ESTABLISHED AT (2 - ADDRESS OF BANK ISSUING THE BOND) REPRESENTED BY (3 - GUARANTOR OFFICER'S NAME AND POSITION), HAVE TAKEN NOTICE OF THE TENDER REF. ITT/RG08/L201/07 (HEREINAFTER REFERRED TO AS THE "TENDER") SUBMITTED BY CES ENVIRONMENTAL SERVICES, INC. (HEREINAFTER REFERRED TO AS THE 'TENDERER'), WHOSE REGISTERED OFFICE IS AT 4904 GRIGGS ROAD, HOUSTON TEXAS 77021, USA, TO RASGAS COMPANY LIMITED (HEREINAFTER REFERRED TO AS THE "COMPANY"), A COMPANY REGISTERED UNDER THE LAWS OF THE STATE OF QATAR, WITH ITS REGISTERED OFFICE AT POST OFFICE BOX 24200, DOHA, STATE OF QATAR.

2. THE GUARANTOR HEREBY GUARANTEES THE DUE PERFORMANCE BY THE TENDERER OF THE TENDERER'S OBLIGATIONS UNDER THE TENDER DOCUMENTS.

3. IF THE TENDERER FAILS TO COMPLY WITH ANY OF ITS OBLIGATIONS UNDER THE TENDERER DOCUMENTS, OR IF THE TENDERER WITHDRAWS THE TENDER WITHIN THE PERIOD OF VALIDITY OF THE TENDER, OR IF THE TENDERER FAILS AFTER RECEIPT FROM THE COMPANY OF NOTICE OF AWARD TO ENTER INTO A CONTRACT WITH THE COMPANY, THEN THE GUARANTOR HERBY IRREVOCABLY UNDERTAKES ON BEHALF OF THE TENDERER TO PAY TO THE COMPANY ON FIRST DEMAND ANY SUM OR SUMS NOT EXCEEDING US USD400,000/- (UNITED STATES DOLLARS FOUR HUNDRED THOUSAND ONLY).

4. EACH DEMAND BY THE COMPANY FOR PAYMENT UNDER THE GUARANTEE SHALL BE MADE IN WRITING TO THE FOLLOWING ADDRESS:

.....THE GUARANTOR SHALL PROMPTLY NOTIFY THE COMPANY OF ANY CHANGES IN THE ABOVE ADDRESS.


5. EACH DEMAND UNDER PARAGRAPH 4 ABOVE SHALL INDICATE THE BREACH OF THE TENDERER'S OBLIGATION AS NOTIFIED TO THE TENDER BY THE COMPANY.

6. THE GUARANTOR SHALL MAKE PAYMENT HEREUNDER ON FIRST DEMAND WITHOUT RESTRICTION OR CONDITIONS AND NOTWITHSTANDING ANY OBJECTION BY THE TENDERER. THE GUARANTOR SHALL NOT REQUIRE THE COMPANY TO JUSTIFY THE BREACH INDICATED IN ITS DEMAND FOR PAYMENT, NOR SHALL THE GUARANTOR HAVE ANY RECOURSE AGAINST THE COMPANY IN RESPECT OF ANY PAYMENTS MADE HEREUNDER.

7. NO ALTERATION IN THE TERMS OF THE TENDER MADE BY AGREEMENT BETWEEN THE TENDERER AND THE COMPANY SHALL IN ANY WAY RELEASE THE GUARANTOR FROM ALL OR ANY PART OF ITS LIABILITIES UNDER THIS GUARANTEE.

8. THE GUARANTOR SHALL PAY ANY SUM DEMANDED BY THE COMPANY HEREUNDER WITHIN FIFTEEN (15) CALENDAR DAYS AFTER THE DATE OF RECEIPT OF THE COMPANY'S DEMAND.

ORIGINAL

11/26/07


Bank of America . . .

9. THIS GUARANTEE SHALL REMAIN VALID UNTIL MARCH 25, 2008 AND IN THE EVENT THAT THE TENDERER IS NOTIFIED OF THE AWARD OF THE CONTRACT TO IT BY THE COMPANY THIS GUARANTEE SHALL IN ADDITION BE VALID UNTIL SIGNATURE OF THE CONTRACT BY THE TENDERER AND THE COMPANY.

10. TERMS IN CAPITAL LETTERS SHALL HAVE THE MEANING ASCRIBED TO THEM IN THE INVITATION TO TENDER DOCUMENTS.

11. THIS GUARANTEE SHALL BE INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF QATAR AND ANY PROCEEDINGS FOR ENFORCEMENT SHALL BE BROUGHT BEFORE THE COMPETENT COURT OF THE STATE OF QATAR.

12. THE GUARANTOR REPRESENTS THAT THIS GUARANTEE HAS BEEN ESTABLISHED IN SUCH FORM AND WITH SUCH CONTENT THAT IT IS FULLY AND FREELY ENFORCEABLE AGAINST THE GUARANTOR IN THE MANNER PROVIDED IN PARAGRAPH 11 ABOVE.

(DATE _____
)

COMMON SEAL OF SIGNATURE OF GUARANTOR OR SUCH OTHER FORMALITY AS MAY BE REQUIRED UNDER THE LAW TO RENDER A UNILATERAL PROMISE BINDING ON THE GUARANTOR.

UNQUOTE

IN CONSIDERATION OF YOU ISSUING THE SAID GUARANTEE, WE HEREBY ESTABLISH THIS LETTER OF CREDIT IN YOUR FAVOR IN THE AMOUNT OF USD400.000.00 (UNITED STATES DOLLARS FOUR HUNDRED THOUSAND AND 00/100 ONLY) AVAILABLE WITH US UPON RECEIPT OF YOUR TESTED TELEX/SWIFT MESSAGE CERTIFYING THAT THE AMOUNT OF YOUR DEMAND UNDER THIS LETTER OF CREDIT REPRESENTS PAYMENT YOU WERE OBLIGED TO MAKE IN TERMS OF YOUR GUARANTEE, AND THAT COPY OF THE DEMAND MADE UPON YOU BY THE BENEFICIARY HAS BEEN AIRMAILED TO US. PAYMENT WILL BE REMITTED AS PER YOUR INSTRUCTION.

OUR LETTER OF CREDIT IN YOUR FAVOR EXPIRES APRIL 25, 2008, AND SHALL BE DEEMED AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR ADDITIONAL ONE YEAR PERIODS FROM THE PRESENT EXPIRATION DATE OR ANY FUTURE EXPIRATION DATE, UNLESS AT LEAST 30 DAYS PRIOR TO ANY EXPIRATION DATE, WE NOTIFY YOU BY TESTED TELEX/AUTHENTICATED SWIFT MESSAGE THAT WE ELECT NOT TO EXTEND THIS LETTER OF CREDIT FOR SUCH ADDITIONAL PERIOD. UPON RECEIPT OF SUCH NOTICE, YOU MAY

DRAW UNDER THIS LETTER OF CREDIT BY TESTED TELEX/AUTHENTICATED SWIFT MESSAGE STATING THAT THE ORIGINAL GUARANTEE HAS NOT BEEN RETURNED FOR CANCELLATION AND YOU REMAIN LIABLE AND THE AMOUNT DRAWN WILL BE HELD BY YOU AS SECURITY AND APPLIED TO COVER ANY FUTURE DEMANDS MADE UNDER YOUR GUARANTEE.

WE HEREBY ENGAGE WITH YOU THAT DEMANDS MADE UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS LETTER OF CREDIT WILL BE DULY HONORED IF RECEIVED AT THIS OFFICE ON OR BEFORE THE EXPIRATION DATE OR ANY AUTOMATICALLY EXTENDED EXPIRATION DATE

THIS LETTER OF CREDIT IS SUBJECT TO THE UNIFORM CUSTOMS AND

ORIGINAL

: PRACTICE FOR ~CUMENTARY CREDITS (2007 REVISION), INTERNATIONAL
CHAMBER OF COMMERCE PUBLICATION 600.

ALL COMMISSION AND CHARGES UNDER OUR STANDBY LETTER OF CREDIT AND THE
LETTER OF GUARANTEE WHICH YOU WILL ISSUE ARE ON OUR ACCOUNT, WHICH YOU
MAY PLEASE CLAIM FROM US BY SWIFT.

WE HEREBY UNDERTAKE TO EXTEND THE STANDBY LETTER OF CREDIT TO ANY
FURTHER PERIOD IMMEDIATELY UPON RECEIPT OF YOUR REQUEST OTHERWISE WE
UNCONDITIONALLY UNDERTAKE AND CONFIRM THAT WE WILL PAY UPON
YOUR DEMAND ON US THE FULL AMOUNT OF THE CREDIT.

PLEASE DIREGARD FIELD 49 AND THE BELOW SENTENCES READING:
"DOCUMENTS MUST BE...BY COURIER." AND "PLEASE ADVISE
BENEFICIARY."

BANK TO BANK INFORMATION:

1. PLEASE CONFIRM ISSUANCE OF YOUR GUARANTEE UNDER AUTHENTICATED SWIFT
ADVICE TO US QUOTING YOUR GUARANTEE NUMBER AND OUR REFERENCE NUMBER
3090969. PLEASE AIRMAIL US TWO COPIES OF YOUR GUARANTEE FOR OUR FILE.

2. THE TENDER BOND WILL BE PICKED UP AT DOHA BANK ON MONDAY BY DURIM
SEAN TAFILAJ (USA PASSPORT - 135756715 OR TEXAS DRIVERS
LICENSE 1008442). HE CAN BE REACHED AT THE INTERCONTINENTAL HOTEL IN
DOHA (974-484-4444). IF THERE ARE ANY QUESTIONS OR PROBLEMS OR IF THE
GUARANTEE IS NOT PICKED UP BY NOON MONDAY, PLEASE CALL
EITHER MATT BOWMAN (USA - 713.826.1329) OR GREG BOWMAN (USA -
713.419.6076) .

DOCUMENTS MUST BE FORWARDED TO US IN ONE LOT BY COURIER.

:49 : CONFIRMATION INSTRUCTIONS
WITHOUT

:72 : SENDER TO RECEIVER INFORMATION

THIS IS THE OPERATIVE INSTRUMENT.
PLEASE ADVISE BENEFICIARY.

SWIFT 799 - SWIFT FREE NARRATIVE

:TO : RECEIVING PARTY NAME AND ADDRESS

: : NONK

: : LOCE

: : S

: : NOA

: : 000000000000.00

: :

: :

: : DOHA BANK

: : GRAND HAMAD AVENUE 2/FL

: : PO BOX 3818, DOHA BK BLDG

: : DOHA, QATAR

:20 : SENDERS REFERENCE

: : 3090969

:21 : RELATED REFERENCE

AB 11/26/07

EPAHO093000142

SWIFT700 - ISSUE OF A DOCUMENTARY CREDIT

:TO : RECEIVING PARTY NAME AND ADDRESS NONK

LOCE

S

USD

000000400000.00

DOHA BANK

GRAND HAMAD AVENUE 2/ FL

PO BOX 3818, DOHA BK BLDG

DOHA, QATAR

:27 : SEQUENCE OF TOTAL

111

:40A: FORM OF STANDBY LETTER OF CREDIT

IRREVOCABLE STANDBY

:20 : STANDBY LETTER OF CREDIT NUMBER

3090969

:31C: DATE OF ISSUE

071123

:40E: APPLICABLE RULES

UCP LATEST VERSION

:31D: DATE AND PLACE OF EXPIRY

080425AT OUR COUNTERS

:51D: APPLICANT BANK

BANK OF AMERICA, N.A.

1000 W. TEMPLE STREET

7TH FLOOR, CA9-705-07-05

LOS ANGELES, CA 90012-1514

:50 : APPLICANT

CES ENVIRONMENTAL SERVICES, INC.

4904 GRIGGS ROAD

HOUSTON, TX 77021

:59 : BENEFICIARY

DOHA BANK

GRAND HAMAD AVENUE 2/ FL

PO BOX 3818, DOHA BK BLDG

DOHA, QATAR

: 32B: CURRENCY CODE, AMOUNT

USD 400,000.00

:39B: MAXIMUM CREDIT AMOUNT

NOT EXCEEDING

:41D: AVAILABLE WITH... BY...

BANK OF AMERICA N.A.

BY PAYMENT

:46A: DOCUMENTS REQUIRED

:47A: ADDITIONAL CONDITIONS

PLEASE ISSUE YOUR TENDER BOND ON OUR BEHALF AS FOLLOWS:

QUOTE

BENEFICIARY

RASGAS COMPANY LIMITED

DRAFT

EPAHO093000143

POST OFFICE BOX 24200
DOHA, STATE OF QATAR

GUARANTEE AMOUNT USD400,000.00

GUARANTEE EXPIRY DATE - MARCH 25, 2008

1. THE UNDERSIGNED (1 - NAME OF BANK ISSUING THE BOND)
(HEREINAFTER REFERRED TO AS THE "GUARANTOR"), ESTABLISHED AT (2
- ADDRESS OF BANK ISSUING THE BOND) REPRESENTED BY (3 - GUARANTOR
OFFICER'S NAME AND POSITION), HAVE TAKEN NOTICE OF THE TENDER REF.
ITT/RG08/L201/07 (HEREINAFTER REFERRED TO AS THE "TENDER") SUBMITTED BY
CES ENVIRONMENTAL SERVICES, INC. (HEREINAFTER REFERRED TO AS THE
'TENDERER'), WHOSE REGISTERED OFFICE IS AT
4904 GRIGGS ROAD, HOUSTON TEXAS 77021, USA, TO RASGAS COMPANY LIMITED
(HEREINAFTER REFERRED TO AS THE "COMPANY"), A COMPANY REGISTERED UNDER THE
LAWS OF THE STATE OF QATAR, WITH ITS REGISTERED OFFICE AT POST OFFICE BOX
24200, DOHA, STATE OF QATAR.
2. THE GUARANTOR HEREBY GUARANTEES THE DUE PERFORMANCE BY THE
TENDERER OF THE TENDERER'S OBLIGATIONS UNDER THE TENDER DOCUMENTS.
3. IF THE TENDERER FAILS TO COMPLY WITH ANY OF ITS OBLIGATIONS UNDER THE
TENDERER DOCUMENTS, OR IF THE TENDERER WITHDRAWS THE TENDER WITHIN THE
PERIOD OF VALIDITY OF THE TENDER, OR IF THE TENDERER FAILS AFTER RECEIPT
FROM THE COMPANY OF NOTICE OF AWARD TO ENTER INTO A CONTRACT WITH THE
COMPANY, THEN THE GUARANTOR HERBY IRREVOCABLY UNDERTAKES ON BEHALF OF THE
TENDERER TO PAY TO THE COMPANY ON FIRST DEMAND ANY SUM OR SUMS NOT
EXCEEDING US USD400,000/- (UNITED STATES DOLLARS FOUR HUNDRED THOUSAND
ONLY).
4. EACH DEMAND BY THE COMPANY FOR PAYMENT UNDER THE GUARANTEE SHALL
BE MADE IN WRITING TO THE FOLLOWING ADDRESS:
..... THE GUARANTOR SHALL PROMPTLY NOTIFY THE
COMPANY OF ANY CHANGES IN THE ABOVE ADDRESS.
5. EACH DEMAND UNDER PARAGRAPH 4 ABOVE SHALL INDICATE THE BREACH OF THE
TENDERER'S OBLIGATION AS NOTIFIED TO THE TENDER BY THE COMPANY.
6. THE GUARANTOR SHALL MAKE PAYMENT HEREUNDER ON FIRST DEMAND
WITHOUT RESTRICTION OR CONDITIONS AND NOTWITHSTANDING ANY OBJECTION
BY THE TENDERER. THE GUARANTOR SHALL NOT REQUIRE THE COMPANY TO
JUSTIFY THE BREACH INDICATED IN ITS DEMAND FOR PAYMENT, NOR SHALL
THE GUARANTOR HAVE ANY RECOURSE AGAINST THE COMPANY IN RESPECT OF
ANY PAYMENTS MADE HEREUNDER.
7. NO ALTERATION IN THE TERMS OF THE TENDER MADE BY AGREEMENT BETWEEN
THE TENDERER AND THE COMPANY SHALL IN ANY WAY RELEASE THE GUARANTOR
FROM ALL OR ANY PART OF ITS LIABILITIES UNDER THIS GUARANTEE.
8. THE GUARANTOR SHALL PAY ANY SUM DEMANDED BY THE COMPANY HEREUNDER
WITHIN FIFTEEN (15) CALENDAR DAYS AFTER THE DATE OF RECEIPT OF THE
COMPANY'S DEMAND.

DRAFT



EPAHO093000144

9. THIS GUARANTEE SHALL REMAIN VALID UNTIL MARCH 25, 2008 AND IN THE EVENT THAT THE TENDERER IS NOTIFIED OF THE AWARD OF THE CONTRACT TO IT BY THE COMPANY THIS GUARANTEE SHALL IN ADDITION BE VALID UNTIL SIGNATURE OF THE CONTRACT BY THE TENDERER AND THE COMPANY.

10. TERMS IN CAPITAL LETTERS SHALL HAVE THE MEANING ASCRIBED TO THEM IN THE INVITATION TO TENDER DOCUMENTS.

11. THIS GUARANTEE SHALL BE INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF QATAR AND ANY PROCEEDINGS FOR ENFORCEMENT SHALL BE BROUGHT BEFORE THE COMPETENT COURT OF THE STATE OF QATAR.

12. THE GUARANTOR REPRESENTS THAT THIS GUARANTEE HAS BEEN ESTABLISHED IN SUCH FORM AND WITH SUCH CONTENT THAT IT IS FULLY AND FREELY ENFORCEABLE AGAINST THE GUARANTOR IN THE MANNER PROVIDED IN PARAGRAPH 11 ABOVE.

(DATE)

COMMON SEAL OF SIGNATURE OF GUARANTOR OR SUCH OTHER FORMALITY AS MAY BE REQUIRED UNDER THE LAW TO RENDER A UNILATERAL PROMISE BINDING ON THE GUARANTOR.

UNQUOTE

IN CONSIDERATION OF YOU ISSUING THE SAID GUARANTEE, WE HEREBY ESTABLISH THIS LETTER OF CREDIT IN YOUR FAVOR IN THE AMOUNT OF USD400.000.00 (UNITED STATES DOLLARS FOUR HUNDRED THOUSAND AND 00/100 ONLY) AVAILABLE WITH US UPON RECEIPT OF YOUR TESTED TELEX/SWIFT MESSAGE CERTIFYING THAT THE AMOUNT OF YOUR DEMAND UNDER THIS LETTER OF CREDIT REPRESENTS PAYMENT YOU WERE OBLIGED TO MAKE IN TERMS OF YOUR GUARANTEE, AND THAT COPY OF THE DEMAND MADE UPON YOU BY THE BENEFICIARY HAS BEEN AIRMAILED TO US. PAYMENT WILL BE REMITTED AS PER YOUR INSTRUCTION.

OUR LETTER OF CREDIT IN YOUR FAVOR EXPIRES APRIL 25, 2008, AND SHALL BE DEEMED AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR ADDITIONAL ONE YEAR PERIODS FROM THE PRESENT EXPIRATION DATE OR ANY FUTURE EXPIRATION DATE, UNLESS AT LEAST 30 DAYS PRIOR TO ANY EXPIRATION DATE, WE NOTIFY YOU BY TESTED TELEX/AUTHENTICATED SWIFT MESSAGE THAT WE ELECT NOT TO EXTEND THIS LETTER OF CREDIT FOR SUCH ADDITIONAL PERIOD. UPON RECEIPT OF SUCH NOTICE, YOU MAY DRAW UNDER THIS LETTER OF CREDIT BY TESTED TELEX/AUTHENTICATED SWIFT MESSAGE STATING THAT THE ORIGINAL GUARANTEE HAS NOT BEEN RETURNED FOR CANCELLATION AND YOU REMAIN LIABLE AND THE AMOUNT DRAWN WILL BE HELD BY YOU AS SECURITY AND APPLIED TO COVER ANY FUTURE DEMANDS MADE UNDER YOUR GUARANTEE.

WE HEREBY ENGAGE WITH YOU THAT DEMANDS MADE UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS LETTER OF CREDIT WILL BE DULY HONORED IF RECEIVED AT THIS OFFICE ON OR BEFORE THE EXPIRATION DATE OR ANY AUTOMATICALLY EXTENDED EXPIRATION DATE

THIS LETTER OF CREDIT IS SUBJECT TO THE UNIFORM CUSTOMS AND

DRAFT



EPAHO093000145

PRACTICE FOR DOCUMENTARY CREDITS (2007 REVISION), INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION 600.

ALL COMMISSION AND CHARGES UNDER OUR STANDBY LETTER OF CREDIT AND THE LETTER OF GUARANTEE WHICH YOU WILL ISSUE ARE ON OUR ACCOUNT, WHICH YOU MAY PLEASE CLAIM FROM US BY SWIFT.

WE HEREBY UNDERTAKE TO EXTEND THE STANDBY LETTER OF CREDIT TO ANY FURTHER PERIOD IMMEDIATELY UPON RECEIPT OF YOUR REQUEST OTHERWISE WE UNCONDITIONALLY UNDERTAKE AND CONFIRM THAT WE WILL PAY UPON YOUR DEMAND ON US THE FULL AMOUNT OF THE CREDIT.

PLEASE DIREGARD FIELD 49 AND THE BELOW SENTENCES READING:
"DOCUMENTS MUST BE...BY COURIER." AND "PLEASE ADVISE BENEFICIARY."

BANK TO BANK INFORMATION:

1. PLEASE CONFIRM ISSUANCE OF YOUR GUARANTEE UNDER AUTHENTICATED SWIFT ADVICE TO US QUOTING YOUR GUARANTEE NUMBER AND OUR REFERENCE NUMBER 3090969. PLEASE AIRMAIL US TWO COPIES OF YOUR GUARANTEE FOR OUR FILE.

2. THE TENDER BOND WILL BE PICKED UP AT DOHA BANK ON MONDAY BY DURIM SEAN TAFILAJ (USA PASSPORT - 135756715 OR TEXAS DRIVERS LICENSE 1008442). HE CAN BE REACHED AT THE INTERCONTINENTAL HOTEL IN DOHA (974-484-4444). IF THERE ARE ANY QUESTIONS OR PROBLEMS OR IF THE GUARANTEE IS NOT PICKED UP BY NOON MONDAY, PLEASE CALL EITHER MATT BOWMAN (USA - 713.826.1329) OR GREG BOWMAN (USA 713.419.6076) .

DOCUMENTS MUST BE FORWARDED TO US IN ONE LOT BY COURIER.

:49 : CONFIRMATION INSTRUCTIONS
WITHOUT

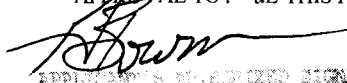
:72 : SENDER TO RECEIVER INFORMATION

THIS IS THE OPERATIVE INSTRUMENT.
PLEASE ADVISE BENEFICIARY.

DRAFT COPY

FOR DISCUSSION AND REVIEW PURPOSES ONLY

PLEASE SIGNIFY YOUR ACCEPTANCE AND
APPROVAL TO *use* THIS FORM:

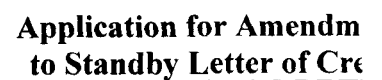


APPLICANT'S AUTHORIZED SIGNATURE (S) (DATE)



DRAFT

EPAHO093000146



Bank of America, N.A.

EPAHQ093000147



SWIFT700 - ISSUE OF A DOCUMENTARY CREDIT

:TO : RECEIVING PARTY NAME AND ADDRESS
 : : NONK
 : : LOCE
 : : S
 : : USD
 : : 000000055000.00
 : :
 : : DOHA BANK
 : : GRAND HAMAD AVENUE 2/FL
 : : PO BOX 3818, DOHA BK BLDG
 : : DOHA, QATAR
 :27 : SEQUENCE OF TOTAL
 : : 1/1
 :40A: FORM OF STANDBY LETTER OF CREDIT
 : : IRREVOCABLE STANDBY
 :20 : STANDBY LETTER OF CREDIT NUMBER
 : : 3092661
 :31C: DATE OF ISSUE
 : : 080328
 :40E: APPLICABLE RULES
 : : UCP LATEST VERSION
 :31D: DATE AND PLACE OF EXPIRY
 : : 080730AT OUR COUNTERS
 :51D: APPLICANT BANK
 : : BANK OF AMERICA, N.A.
 : : 1000 W. TEMPLE STREET
 : : 7TH FLOOR, CA9-705-07-05
 : : LOS ANGELES, CA 90012-1514
 :50 : APPLICANT
 : : CES ENVIRONMENTAL SERVICES, INC
 : : 4904 GRIGGS ROAD
 : : HOUSTON, TX 77021-3208
 :59 : BENEFICIARY
 : : DOHA BANK
 : : GRAND HAMAD AVENUE 2/FL
 : : PO BOX 3818, DOHA BK BLDG
 : : DOHA, QATAR
 :32B: CURRENCY CODE, AMOUNT
 : : USD 55,000.00
 :39B: MAXIMUM CREDIT AMOUNT
 : : NOT EXCEEDING
 :41D: AVAILABLE WITH... BY...
 : : BANK OF AMERICA N.A.
 : : BY PAYMENT
 :46A: DOCUMENTS REQUIRED
 : :
 :47A: ADDITIONAL CONDITIONS
 : : PLEASE ISSUE YOUR TENDER BOND ON OUR BEHALF AS FOLLOWS:
 : :
 : : QUOTE
 : : BENEFICIARY
 : : RASGAS COMPANY LIMITED

ORIGINAL

Bank of America

GUARANTEE EXPIRY DATE - JUNE 30, 2008

1. THE UNDERSIGNED (1 - NAME OF BANK ISSUING THE BOND)
(HEREINAFTER REFERRED TO AS THE 'GUARANTOR'), ESTABLISHED AT (2
- ADDRESS OF BANK ISSUING THE BOND) REPRESENTED BY (3 - GUARANTOR
OFFICER'S NAME AND POSITION), HAVE TAKEN NOTICE OF THE TENDER
REF. ITT/RGO8/L072/08 (HEREINAFTER REFERRED TO AS THE 'TENDER')
SUBMITTED BY CES ENVIRONMENTAL SERVICES, INC. (HEREINAFTER
REFERRED TO AS THE 'TENDERER'), WHOSE REGISTERED OFFICE IS AT
4904 GRIGGS ROAD, HOUSTON TEXAS 77021, USA, TO RASGAS COMPANY
LIMITED (HEREINAFTER REFERRED TO AS THE 'COMPANY'), A COMPANY
REGISTERED UNDER THE LAWS OF THE STATE OF QATAR, WITH ITS
REGISTERED OFFICE AT POST OFFICE BOX 24200, DOHA, STATE OF QATAR.

2. THE GUARANTOR HEREBY GUARANTEES THE DUE PERFORMANCE BY THE
TENDERER OF THE TENDERER'S OBLIGATIONS UNDER THE TENDER
DOCUMENTS.

3. IF THE TENDERER FAILS TO COMPLY WITH ANY OF ITS OBLIGATIONS
UNDER THE TENDERER DOCUMENTS, OR IF THE TENDERER WITHDRAWS THE
TENDER WITHIN THE PERIOD OF VALIDITY OF THE TENDER, OR IF THE
TENDERER FAILS AFTER RECEIPT FROM THE COMPANY OF NOTICE OF AWARD
TO ENTER INTO A CONTRACT WITH THE COMPANY, THEN THE GUARANTOR
HERBY IRREVOCABLY UNDERTAKES ON BEHALF OF THE TENDERER TO PAY TO
THE COMPANY ON FIRST DEMAND ANY SUM OR SUMS NOT EXCEEDING US
USD55,000 (UNITED STATES DOLLARS FIFTY FIVE THOUSAND ONLY),
PROVIDED THAT THE REQUEST IS RECEIVED WITHIN WORKING HOURS AND
THE VALIDITY OF THE GUARANTEE I.E. 30TH OF JUNE, 2008 AFTER WHICH
DATE THIS GUARANTEE WILL BECOME NULL AND VOID.

4. EACH DEMAND BY THE COMPANY FOR PAYMENT UNDER THE GUARANTEE
SHALL BE MADE IN WRITING TO THE FOLLOWING ADDRESS: ..(INSERT
ADDRESS)...THE GUARANTOR SHALL PROMPTLY NOTIFY THE COMPANY OF ANY
CHANGES IN THE ABOVE ADDRESS.

5. EACH DEMAND UNDER PARAGRAPH 4 ABOVE SHALL INDICATE THE BREACH
OF THE TENDERER'S OBLIGATION AS NOTIFIED TO THE TENDER BY THE
COMPANY.

6. THE GUARANTOR SHALL MAKE PAYMENT HEREUNDER ON FIRST DEMAND
WITHOUT RESTRICTION OR CONDITIONS AND NOTWITHSTANDING ANY
OBJECTION BY THE TENDERER. THE GUARANTOR SHALL NOT REQUIRE THE
COMPANY TO JUSTIFY THE BREACH INDICATED IN ITS DEMAND FOR
PAYMENT, NOR SHALL THE GUARANTOR HAVE ANY RECOURSE AGAINST THE
COMPANY IN RESPECT OF ANY PAYMENTS MADE HEREUNDER.

7. NO ALTERATION IN THE TERMS OF THE TENDER MADE BY AGREEMENT
BETWEEN THE TENDERER AND THE COMPANY SHALL IN ANY WAY RELEASE THE
GUARANTOR FROM ALL OR ANY PART OF ITS LIABILITIES UNDER THIS
GUARANTEE.

ORIGINAL



: 8. THE GUARANTOR SHALL PAY ANY SUM DEMANDED BUT NOT EXCEEDING USD
 : 55,000.00 (U.S. DOLLARS FIFTY FIVE THOUSAND ONLY) BY THE COMPANY
 : HEREUNDER WITHIN FIFTEEN (15) CALENDAR DAYS AFTER THE DATE OF
 : RECEIPT OF THE COMPANY'S DEMAND. PROVIDED THAT THE REQUEST IS
 : RECEIVED WITHIN WORKING HOURS AND THE VALIDITY OF THE GUARANTEE
 : I.E. 30TH JUNE, 2008 AFTER WHICH DATE THIS GUARANTEE WILL BECOME
 : NULL AND VOID.
 :
 : 9. THIS GUARANTEE SHALL REMAIN VALID UNTIL 30TH JUNE, 2008 AND IN
 : THE EVENT THAT THE TENDERER IS NOTIFIED OF THE AWARD OF THE
 : CONTRACT TO IT BY THE COMPANY THIS GUARANTEE SHALL IN ADDITION BE
 : VALID UNTIL SIGNATURE OF THE CONTRACT BY THE TENDERER AND THE
 : COMPANY. HOWEVER OUR LIABILITY UNDER THIS GUARANTEE WILL NOT BE
 : VALID AFTER 30TH JUNE, 2008, AFTER WHICH DATE THIS GUARANTEE WILL
 : BECOME NULL AND VOID.
 :
 : 10. TERMS IN CAPITAL LETTERS SHALL HAVE THE MEANING ASCRIBED TO
 : THEM IN THE INVITATION TO TENDER DOCUMENTS.
 :
 : 11. THIS GUARANTEE SHALL BE INTERPRETED IN ACCORDANCE WITH THE
 : LAWS OF THE STATE OF QATAR AND ANY PROCEEDINGS FOR ENFORCEMENT
 : SHALL BE BROUGHT BEFORE THE COMPETENT COURT OF THE STATE OF
 : QATAR.
 :
 : 12. THE GUARANTOR REPRESENTS THAT THIS GUARANTEE HAS BEEN
 : ESTABLISHED IN SUCH FORM AND WITH SUCH CONTENT THAT IT IS FULLY
 : AND FREELY ENFORCEABLE AGAINST THE GUARANTOR IN THE MANNER
 : PROVIDED IN PARAGRAPH 11 ABOVE.
 :
 : (DATE)
 :
 : COMMON SEAL OF SIGNATURE OF GUARANTOR OR SUCH OTHER FORMALITY AS
 : MAY BE REQUIRED UNDER THE LAW TO RENDER A UNILATERAL PROMISE
 : BINDING ON THE GUARANTOR.
 :
 : UNQUOTE
 :
 : IN CONSIDERATION OF YOU ISSUING THE SAID GUARANTEE, WE HEREBY
 : ESTABLISH THIS LETTER OF CREDIT IN YOUR FAVOR IN THE AMOUNT OF
 : USD55,000.00 (UNITED STATES DOLLARS FIFTY FIVE THOUSAND AND
 : 00/100 ONLY) AVAILABLE WITH US UPON RECEIPT OF YOUR TESTED
 : TELEX/SWIFT MESSAGE CERTIFYING THAT THE AMOUNT OF YOUR DEMAND
 : UNDER THIS LETTER OF CREDIT REPRESENTS PAYMENT YOU WERE OBLIGED
 : TO MAKE IN TERMS OF YOUR GUARANTEE, AND THAT COPY OF THE DEMAND
 : MADE UPON YOU BY THE BENEFICIARY HAS BEEN AIRMAILED TO US.
 : PAYMENT WILL BE REMITTED AS PER YOUR INSTRUCTION.
 :
 : OUR LETTER OF CREDIT IN YOUR FAVOR EXPIRES JULY 30, 2008.
 :
 : WE HEREBY ENGAGE WITH YOU THAT DEMANDS MADE UNDER AND IN
 : COMPLIANCE WITH THE TERMS OF THIS LETTER OF CREDIT WILL BE DULY
 : HONORED IF RECEIVED AT THIS OFFICE ON OR BEFORE THE EXPIRATION
 : DATE OR ANY AUTOMATICALLY EXTENDED EXPIRATION DATE
 :
 : THIS LETTER OF CREDIT IS SUBJECT TO THE UNIFORM CUSTOMS AND

ORIGINAL



: : PRACTICE FOR DOCUMENTARY CREDITS (2007 REVISION), INTERNATIONAL
: : CHAMBER OF COMMERCE PUBLICATION 600.
: :
: : ALL COMMISSION AND CHARGES UNDER OUR STANDBY LETTER OF CREDIT AND
: : THE LETTER OF GUARANTEE WHICH YOU WILL ISSUE ARE ON OUR ACCOUNT,
: : WHICH YOU MAY PLEASE CLAIM FROM US BY SWIFT.
: :
: : WE HEREBY UNDERTAKE TO EXTEND THE STANDBY LETTER OF CREDIT TO ANY
: : FURTHER PERIOD IMMEDIATELY UPON RECEIPT OF YOUR REQUEST OTHERWISE
: : WE UNCONDITIONALLY UNDERTAKE AND CONFIRM THAT WE WILL PAY UPON
: : YOUR DEMAND ON US THE FULL AMOUNT OF THE CREDIT.
: :
: : PLEASE DREGARD FIELD 49 AND THE BELOW SENTENCES READING:
: : ''DOCUMENTS MUST BE...BY COURIER.'' AND ''PLEASE ADVISE
: : BENEFICIARY.'' :
: :
: : BANK TO BANK INFORMATION:
: :
: : 1. PLEASE CONFIRM ISSUANCE OF YOUR GUARANTEE UNDER AUTHENTICATED
: : SWIFT ADVICE TO US QUOTING YOUR GUARANTEE NUMBER AND OUR
: : REFERENCE NUMBER 3092661. PLEASE AIRMAIL US TWO COPIES OF YOUR
: : GUARANTEE FOR OUR FILE.
: :
: : 2. WHEN THE DOCUMENT IS READY, PLEASE CALL ONE OF THE FOLLOWING
: : NUMBERS AND SPEAK WITH EITHER GREG BOWMAN OR MATT BOWMAN AT
: : 713-419-6076 OR 713-826-1329.
: :
: :
: : DOCUMENTS MUST BE FORWARDED TO US IN ONE LOT BY COURIER.
:49 : CONFIRMATION INSTRUCTIONS
: : WITHOUT
:72 : SENDER TO RECEIVER INFORMATION
: :
: : THIS IS THE OPERATIVE INSTRUMENT.
: : PLEASE ADVISE BENEFICIARY.

ORIGINAL

SWIFT700 - ISSUE OF A DOCUMENTARY CREDIT

:TO : RECEIVING PARTY NAME AND ADDRESS

: : NONK

: : LOCE

: : S

: : USD

: : 0000000055000.00

: :

: :

: : DOHA BANK

: : GRAND HAMAD AVENUE 2/FL

: : PO BOX 3818, DOHA BK BLDG

: : DOHA, QATAR

:27 : SEQUENCE OF TOTAL

: : 1/1

:40A: FORM OF STANDBY LETTER OF CREDIT

: : IRREVOCABLE STANDBY

:20 : STANDBY LETTER OF CREDIT NUMBER

: : 2661

:31C: DATE OF ISSUE

: :

:40E: APPLICABLE RULES

: : UCP LATEST VERSION

:31D: DATE AND PLACE OF EXPIRY

: : 080730AT OUR COUNTERS

:51D: APPLICANT BANK

: : BANK OF AMERICA, N.A.

: : 1000 W. TEMPLE STREET

: : 7TH FLOOR, CA9-705-07-05

: : LOS ANGELES, CA 90012-1514

:50 : APPLICANT

: : CES ENVIRONMENTAL SERVICES, INC

: : 4904 GRIGGS ROAD

: : HOUSTON, TX 77021-3208

:59 : BENEFICIARY

: : DOHA BANK

: : GRAND HAMAD AVENUE 2/FL

: : PO BOX 3818, DOHA BK BLDG

: : DOHA, QATAR

:32B: CURRENCY CODE, AMOUNT

: : USD 55,000.00

:39B: MAXIMUM CREDIT AMOUNT

: : NOT EXCEEDING

:41D: AVAILABLE WITH... BY...

: : BANK OF AMERICA N.A.

: : BY PAYMENT

:46A: DOCUMENTS REQUIRED

: :

:47A: ADDITIONAL CONDITIONS

: : PLEASE ISSUE YOUR TENDER BOND ON OUR BEHALF AS FOLLOWS:

: :

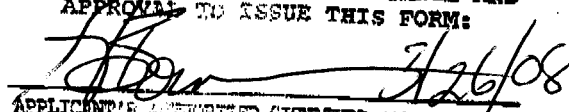
: : QUOTE

: : BENEFICIARY

: : RASGAS COMPANY LIMITED

DRAFT COPY

FOR DISCUSSION AND REVIEW PURPOSES ONLY

PLEASE SIGNIFY YOUR ACCEPTANCE AND
APPROVAL TO ISSUE THIS FORM:
APPLICANT'S AUTHORIZED SIGNATURE (S) (DATE)

DRAFT

EPAHO093000152

: : POST OFFICE BOX 24200
: : DOHA, STATE OF QATAR
: :
: : GUARANTEE AMOUNT USD55,000.00
: :
: : GUARANTEE EXPIRY DATE - JUNE 30, 2008
: :
: : 1. THE UNDERSIGNED (1 - NAME OF BANK ISSUING THE BOND)
: : (HEREINAFTER REFERRED TO AS THE 'GUARANTOR'), ESTABLISHED AT (2
: : - ADDRESS OF BANK ISSUING THE BOND) REPRESENTED BY (3 - GUARANTOR
: : OFFICER'S NAME AND POSITION), HAVE TAKEN NOTICE OF THE TENDER
: : REF. ITT/RG08/L072/08 (HEREINAFTER REFERRED TO AS THE 'TENDER')
: : SUBMITTED BY CES ENVIRONMENTAL SERVICES, INC. (HEREINAFTER
: : REFERRED TO AS THE 'TENDERER'), WHOSE REGISTERED OFFICE IS AT
: : 4904 GRIGGS ROAD, HOUSTON TEXAS 77021, USA, TO RASGAS COMPANY
: : LIMITED (HEREINAFTER REFERRED TO AS THE 'COMPANY'), A COMPANY
: : REGISTERED UNDER THE LAWS OF THE STATE OF QATAR, WITH ITS
: : REGISTERED OFFICE AT POST OFFICE BOX 24200, DOHA, STATE OF QATAR.
: :
: :
: : 2. THE GUARANTOR HEREBY GUARANTEES THE DUE PERFORMANCE BY THE
: : TENDERER OF THE TENDERER'S OBLIGATIONS UNDER THE TENDER
: : DOCUMENTS.
: :
: : 3. IF THE TENDERER FAILS TO COMPLY WITH ANY OF ITS OBLIGATIONS
: : UNDER THE TENDERER DOCUMENTS, OR IF THE TENDERER WITHDRAWS THE
: : TENDER WITHIN THE PERIOD OF VALIDITY OF THE TENDER, OR IF THE
: : TENDERER FAILS AFTER RECEIPT FROM THE COMPANY OF NOTICE OF AWARD
: : TO ENTER INTO A CONTRACT WITH THE COMPANY, THEN THE GUARANTOR
: : HERBY IRREVOCABLY UNDERTAKES ON BEHALF OF THE TENDERER TO PAY TO
: : THE COMPANY ON FIRST DEMAND ANY SUM OR SUMS NOT EXCEEDING US
: : USD55,000 (UNITED STATES DOLLARS FIFTY FIVE THOUSAND ONLY),
: : PROVIDED THAT THE REQUEST IS RECEIVED WITHIN WORKING HOURS AND
: : THE VALIDITY OF THE GUARANTEE I.E. 30TH OF JUNE, 2008 AFTER WHICH
: : DATE THIS GUARANTEE WILL BECOME NULL AND VOID.
: :
: : 4. EACH DEMAND BY THE COMPANY FOR PAYMENT UNDER THE GUARANTEE
: : SHALL BE MADE IN WRITING TO THE FOLLOWING ADDRESS: ..(INSERT
: : ADDRESS)...THE GUARANTOR SHALL PROMPTLY NOTIFY THE COMPANY OF ANY
: : CHANGES IN THE ABOVE ADDRESS.
: :
: : 5. EACH DEMAND UNDER PARAGRAPH 4 ABOVE SHALL INDICATE THE BREACH
: : OF THE TENDERER'S OBLIGATION AS NOTIFIED TO THE TENDER BY THE
: : COMPANY.
: :
: : 6. THE GUARANTOR SHALL MAKE PAYMENT HEREUNDER ON FIRST DEMAND
: : WITHOUT RESTRICTION OR CONDITIONS AND NOTWITHSTANDING ANY
: : OBJECTION BY THE TENDERER. THE GUARANTOR SHALL NOT REQUIRE THE
: : COMPANY TO JUSTIFY THE BREACH INDICATED IN ITS DEMAND FOR
: : PAYMENT, NOR SHALL THE GUARANTOR HAVE ANY RECOURSE AGAINST THE
: : COMPANY IN RESPECT OF ANY PAYMENTS MADE HEREUNDER.
: :
: : 7. NO ALTERATION IN THE TERMS OF THE TENDER MADE BY AGREEMENT
: : BETWEEN THE TENDERER AND THE COMPANY SHALL IN ANY WAY RELEASE THE
: : GUARANTOR FROM ALL OR ANY PART OF ITS LIABILITIES UNDER THIS
: : GUARANTEE.
: :
: :

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8. THE GUARANTOR SHALL PAY ANY SUM DEMANDED BUT NOT EXCEEDING USD 55,000.00 (U.S. DOLLARS FIFTY FIVE THOUSAND ONLY) BY THE COMPANY HEREUNDER WITHIN FIFTEEN (15) CALENDAR DAYS AFTER THE DATE OF RECEIPT OF THE COMPANY'S DEMAND. PROVIDED THAT THE REQUEST IS RECEIVED WITHIN WORKING HOURS AND THE VALIDITY OF THE GUARANTEE I.E. 30TH JUNE, 2008 AFTER WHICH DATE THIS GUARANTEE WILL BECOME NULL AND VOID.

9. THIS GUARANTEE SHALL REMAIN VALID UNTIL 30TH JUNE, 2008 AND IN THE EVENT THAT THE TENDERER IS NOTIFIED OF THE AWARD OF THE CONTRACT TO IT BY THE COMPANY THIS GUARANTEE SHALL IN ADDITION BE VALID UNTIL SIGNATURE OF THE CONTRACT BY THE TENDERER AND THE COMPANY. HOWEVER OUR LIABILITY UNDER THIS GUARANTEE WILL NOT BE VALID AFTER 30TH JUNE, 2008, AFTER WHICH DATE THIS GUARANTEE WILL BECOME NULL AND VOID.

10. TERMS IN CAPITAL LETTERS SHALL HAVE THE MEANING ASCRIBED TO THEM IN THE INVITATION TO TENDER DOCUMENTS.

11. THIS GUARANTEE SHALL BE INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF QATAR AND ANY PROCEEDINGS FOR ENFORCEMENT SHALL BE BROUGHT BEFORE THE COMPETENT COURT OF THE STATE OF QATAR.

12. THE GUARANTOR REPRESENTS THAT THIS GUARANTEE HAS BEEN ESTABLISHED IN SUCH FORM AND WITH SUCH CONTENT THAT IT IS FULLY AND FREELY ENFORCEABLE AGAINST THE GUARANTOR IN THE MANNER PROVIDED IN PARAGRAPH 11 ABOVE.

(DATE)

COMMON SEAL OF SIGNATURE OF GUARANTOR OR SUCH OTHER FORMALITY AS MAY BE REQUIRED UNDER THE LAW TO RENDER A UNILATERAL PROMISE BINDING ON THE GUARANTOR.

UNQUOTE

IN CONSIDERATION OF YOU ISSUING THE SAID GUARANTEE, WE HEREBY ESTABLISH THIS LETTER OF CREDIT IN YOUR FAVOR IN THE AMOUNT OF USD55,000.00 (UNITED STATES DOLLARS FIFTY FIVE THOUSAND AND 00/100 ONLY) AVAILABLE WITH US UPON RECEIPT OF YOUR TESTED TELEX/SWIFT MESSAGE CERTIFYING THAT THE AMOUNT OF YOUR DEMAND UNDER THIS LETTER OF CREDIT REPRESENTS PAYMENT YOU WERE OBLIGED TO MAKE IN TERMS OF YOUR GUARANTEE, AND THAT COPY OF THE DEMAND MADE UPON YOU BY THE BENEFICIARY HAS BEEN AIRMAILED TO US. PAYMENT WILL BE REMITTED AS PER YOUR INSTRUCTION.

OUR LETTER OF CREDIT IN YOUR FAVOR EXPIRES JULY 30, 2008.

WE HEREBY ENGAGE WITH YOU THAT DEMANDS MADE UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS LETTER OF CREDIT WILL BE DULY HONORED IF RECEIVED AT THIS OFFICE ON OR BEFORE THE EXPIRATION DATE OR ANY AUTOMATICALLY EXTENDED EXPIRATION DATE

THIS LETTER OF CREDIT IS SUBJECT TO THE UNIFORM CUSTOMS AND

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: : PRACTICE FOR DOCUMENTARY CREDITS (2007 REVISION), INTERNATIONAL
: : CHAMBER OF COMMERCE PUBLICATION 600.
: :
: : ALL COMMISSION AND CHARGES UNDER OUR STANDBY LETTER OF CREDIT AND
: : THE LETTER OF GUARANTEE WHICH YOU WILL ISSUE ARE ON OUR ACCOUNT,
: : WHICH YOU MAY PLEASE CLAIM FROM US BY SWIFT.
: :
: : WE HEREBY UNDERTAKE TO EXTEND THE STANDBY LETTER OF CREDIT TO ANY
: : FURTHER PERIOD IMMEDIATELY UPON RECEIPT OF YOUR REQUEST OTHERWISE
: : WE UNCONDITIONALLY UNDERTAKE AND CONFIRM THAT WE WILL PAY UPON
: : YOUR DEMAND ON US THE FULL AMOUNT OF THE CREDIT.
: :
: : PLEASE DREGARD FIELD 49 AND THE BELOW SENTENCES READING:
: : ''DOCUMENTS MUST BE...BY COURIER.'' AND ''PLEASE ADVISE
: : BENEFICIARY.'' :
: :
: : BANK TO BANK INFORMATION:
: :
: : 1. PLEASE CONFIRM ISSUANCE OF YOUR GUARANTEE UNDER AUTHENTICATED
: : SWIFT ADVICE TO US QUOTING YOUR GUARANTEE NUMBER AND OUR
: : REFERENCE NUMBER [REDACTED]. PLEASE AIRMAIL US TWO COPIES OF YOUR
: : GUARANTEE FOR OUR FILE.
: :
: : 2. WHEN THE DOCUMENT IS READY, PLEASE CALL ONE OF THE FOLLOWING
: : NUMBERS AND SPEAK WITH EITHER GREG BOWMAN OR MATT BOWMAN AT
: : 713-419-6076 OR 713-826-1329.
: :
: :
: : DOCUMENTS MUST BE FORWARDED TO US IN ONE LOT BY COURIER.
:49 : CONFIRMATION INSTRUCTIONS
: : WITHOUT
:72 : SENDER TO RECEIVER INFORMATION
: :
: : THIS IS THE OPERATIVE INSTRUMENT.
: : PLEASE ADVISE BENEFICIARY.

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**RasGas Company Limited**

P.O.Box 24200
DOHA - QATAR
Attn: Commercial & Shipping Group.

Tel : (974) 473-8014
Fax : (974) 473-8490
Tlx. : 5210 RAGAS DH

CES ENVIRONMENTAL SERVICES, INC.
4904 Griggs Road
Houston, TX 77021
U. S. A.

Date : 22April, 2008
Ref : C050/04/08

Attn.: Mr. Ramiz Taffila

VIA Fax : (713) 676-1676

Re: Cargo Documents for NC-2008-0002 - MARITIME MAISE

Dear Ramiz,

With regard to the recent lifting of RasGas Sodium Sulfide Solution (15% or less) from Ras Laffan aboard the **MARITIME MAISE** on 19 April, 2008, enclosed are the following cargo documents:

	<u>Original</u>	<u>Copy</u>
1. Bill of Lading	3/3	1
2. Certificate of Origin	1	1
3. Certificate of Quantity	1	1
4. Cargo Manifest	1	1
5. Certificate of Quality	1	1
6. Loading Terminal Time Sheet/Statement of Facts	1	1
7. Ship's Ullage Report	1	1
8. Certificate of Cleanness	1	1
9. Master's Receipt of Samples	1	1
10. Master's Receipt of Documents from Terminal	1	1
11. Discharge Certificate	-	1
12. Notice of Readiness	1	1

Kindly contact the undersigned at +974-473 8559 should further clarifications be required.

Yours sincerely,

Muna Yousuf
Muna Yousuf
Contract Analyst

COPY



RasGas
RasGas Company Limited

BILL OF LADING**B/L # NC-2008-0002**

Loaded in apparent good order and condition by the Sellers, Ras Laffan Liquefied Natural Gas Company Limited (RLI) in the vessel named, **MARITIME MAISIE**
Whereof **CAPT. RUFINO M. BONSO** is the Master/Owners Agent, for the present voyage, now lying in the port of Ras Laffan, State of Qatar, a cargo consisting of Sodium Sulfide Solution (15% or less) declared by the seller to be;

383.736 U.S. Gallons, 1,500.054 Metric Tonnes in air,
1,476.362 Long Tons,

and to be delivered (subject to the under mentioned conditions and exceptions) at the port of

Ulsan or Yeosu, Korea

or as near there as she may safely get (always afloat) unto

CES ENVIRONMENTAL SERVICES, INC.


or to their assigns upon payment of freight payable as per charter party, all conditions and exceptions of which charter party including the negligence clause, are deemed incorporated in this Bills of Lading. The ship has the liberty before or after proceeding on the voyage to proceed to and to stay at any port or ports in any order for any purpose and notwithstanding the same that may be out of the direct route to the port of discharge, with liberty to sail without pilots, and to tow and to be towed and to tow and assist vessels in distress or otherwise in all positions, and to deviate for the purpose of saving life and property.

General Average to be adjusted in London according to York-Antwerp Rules 1974.

IN WITNESS whereof the Master/Agent of the said ship hath affirmed to **THREE** Bills of Lading, all, of this tenor and date, one of which being accomplished, the others to stand void.

'FREIGHT PAYABLE AS PER CHARTER PARTY'

Dated at the Port of Ras Laffan this 19th day of April, 2008.


Master
RUFINO M. BONSO

M.T. MARITIME MAISIE	
CALLSIGN :	VRYS2
OFF NO :	HK 1048
GRT :	29,211
NRT :	11,658
BHP :	8410 KW
FLAG :	HONG KONG

Weight, quantity, condition and quality unknown to the vessel and the master.



شركة راس غاز المحدودة
RasGas Company Limited

Nasser M. Al-Naimi
Commercial & Shipping Manager

Our Ref: CSM026/04/08
Date: 4th May, 2008

Ramiz Tafilaj
Vice President, International Business
CES Environmental Services, Inc.
4904 Griggs Road
Houston TX 77021
USA

Fax: (713) 676 1676

Subject: **Successful Loading of Sulfidic Caustic on 19th April 2008**

Dear Ramiz,

I would like to take this opportunity to sincerely recognize the tremendous efforts taken personally by you and your team to meet RasGas operational requirements in a short notice. This helped us to continue with our normal operation without any disruption and is a genuine reflection of your dedication and commitment to your clients.

On behalf of my team, I thank you for job well done and we look forward for the continued team work and cooperation on the future.

Yours most sincerely,

MR 

Nasser M. Al-Naimi
Commercial and Shipping Manager
As agent for and on behalf of Ras Laffan Liquefied Natural Gas Company Limited (II)

cc: Sales Contract Manager

EPAHO093000158

RASGAS COMPANY LIMITED
POST OFFICE BOX 24200
DOHA, STATE OF QATAR.

TENDER BOND DB-LG-202-30-07-322 FOR USD.400,000.00

1. THE UNDERSIGNED DOHA BANK, (HEREINAFTER REFERRED TO AS THE 'GUARANTOR'), ESTABLISHED AT GRAND HAMAD AVENUE, P. O. BOX 3818, DOHA, QATAR AND REPRESENTED BY MANAGER, TRADE FINANCE, HAVE TAKEN NOTICE OF THE TENDER REF. ITT/RGO8/L201/07 (HEREINAFTER REFERRED TO AS THE 'TENDER') SUBMITTED BY CES ENVIROMENTAL SERVICES, INC. (HEREINAFTER REFERRED TO AS THE 'TENDERER'), WHOSE REGISTERED OFFICE IS AT 4904 GRIGGS ROAD HOUSTON TEXAS 77021, USA, TO RASGAS COMPANY LIMITED (HEREINAFTER REFERRED TO AS THE 'COMPANY') A COMPANY REGISTERED UNDER THE LAWS OF THE STATE OF QATAR, WITH ITS REGISTERED OFFICE AT POST OFFICE BOX 24200, DOHA, STATE OF QATAR

2. THE GUARANTOR HEREBY GUARANTEES THE DUE PERFORMANCE BY THE TENDERER OF THE TENDERER'S OBLIGATIONS UNDER THE TENDER DOCUMENTS.

3. IF THE TENDERER FAILS TO COMPLY WITH ANY OF ITS OBLIGATIONS UNDER THE TENDERER DOCUMENTS, OR IF THE TENDERER WITHDRAWS THE TENDER WITHIN THE PERIOD OF VALIDITY OF THE TENDER, OR IF THE TENDERER FAILS AFTER RECEIPT FROM THE COMPANY OF NOTICE OF AWARD TO ENTER INTO A CONTRACT WITH THE COMPANY, THEN THE GUARANTOR HEREBY IRREVOCABLY UNDERTAKES ON BEHALF OF THE TENDERER TO PAY TO THE COMPANY ON FIRST DEMAND ANY SUM OR SUMS NOT EXCEEDING USD.400,000.00 (U.S. DOLLARS FOUR HUNDRED THOUSAND ONLY), PROVIDED THAT THE REQUEST IS RECEIVED WITHIN WORKING HOURS AND THE VALIDITY OF THE GUARANTEE I.E. 25TH MARCH, 2008 AFTER WHICH DATE THIS GUARANTEE WILL BECOME NULL AND VOID.

4. EACH DEMAND BY THE COMPANY FOR PAYMENT UNDER THE GUARANTEE SHALL BE MADE IN WRITING TO THE FOLLOWING ADDRESS.

DOHA BANK, GRAND HAMAD AVENUE, P.O.BOX 3818, DOHA, QATAR.

THE GUARANTOR SHALL PROMPTLY NOTIFY THE COMPANY OF ANY CHANGES IN THE ABOVE ADDRESS.

5. EACH DEMAND UNDER PARAGRAPH 4 ABOVE SHALL INDICATE THE BREACH OF THE TENDERER'S OBLIGATION AS NOTIFIED TO THE TENDER BY THE COMPANY.

Cont. on Page...

6. THE GUARANTOR SHALL MAKE PAYMENT HEREUNDER ON FIRST DEMAND WITHOUT RESTRICTION OR CONDITIONS AND NOTWITHSTANDING ANY OBJECTION BY THE TENDERER. THE GUARANTOR SHALL NOT REQUIRE COMPANY TO JUSTIFY THE BREACH INDICATED IN ITS DEMAND FOR PAYMENT, NOR SHALL THE GUARANTOR HAVE ANY RECOURSE AGAINST THE COMPANY IN RESPECT OF ANY PAYMENTS MADE HEREUNDER.

7. NO ALTERATION IN THE TERMS OF THE TENDER MADE BY AGREEMENT BETWEEN THE TENDERER AND THE COMPANY SHALL IN ANY WAY RELEASE THE GUARANTOR FROM ALL OR ANY PART OF ITS LIABILITIES UNDER THIS GUARANTEE.

8. THE GUARANTOR SHALL PAY ANY SUM DEMANDED BUT NOT EXCEEDING **USD.400,000.00 (U.S. DOLLARS FOUR HUNDRED THOUSAND ONLY)** BY COMPANY HEREUNDER WITHIN FIFTEEN (15) CALENDAR DAYS AFTER THE DATE OF RECEIPT OF THE COMPANY'S DEMAND. PROVIDED THAT THE REQUEST IS RECEIVED WITHIN WORKING HOURS AND THE VALIDITY OF THE GUARANTEE I.E. **25TH MARCH, 2008** AFTER WHICH DATE THIS LG WILL BECOME NULL AND VOID.


9. THIS GUARANTEE SHALL REMAIN VALID UNTIL **25TH MARCH, 2008**, IN THE EVENT THAT THE TENDERER IS NOTIFIED OF THE AWARD OF THE CONTRACT TO IT BY THE COMPANY THIS GUARANTEE SHALL IN ADDITION BE VALID UNTIL SIGNATURE OF THE CONTRACT BY THE TENDERER AND THE COMPANY. HOWEVER OUR LIABILITY UNDER THIS GUARANTEE WILL NOT BE VALID AFTER **25TH MARCH, 2008**, AFTER WHICH DATE THIS LG WILL BECOME NULL AND VOID.

10. TERMS IN CAPITAL LETTERS SHALL HAVE THE MEANING ASCRIBED TO THEM IN THE INVITATION TO TENDER DOCUMENTS.

11. THIS GUARANTEE SHALL BE INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF QATAR AND ANY PROCEEDINGS FOR ENFORCEMENT SHALL BE BROUGHT BEFORE THE COMPETENT COURT OF THE STATE OF QATAR.

12. THE GUARANTOR REPRESENTS THAT THIS GUARANTEE HAS BEEN ESTABLISHED IN SUCH FORM AND WITH SUCH CONTENT THAT IT IS FULLY AND FREELY ENFORCEABLE AGAINST THE GUARANTOR IN THE MANNER PROVIDED IN PARAGRAPH 11 ABOVE.

YOURS FAITHFULLY,


AUTHORISED SIGNATURE


AUTHORISED SIGNATURE



Procurement Department - QA/QC Contracts Quality Procedure

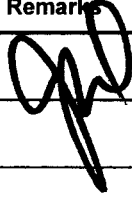
TENDER LOG-IN SHEET

ITT Number: ITT/RG08/L201/07

ITT Title: Sulfidic Caustic Solution Receiving and Handling Services and Re Sponsoring Department:

Tender Closing Date/Time: 27th Nov 2007, 09:00 Am

Representative (SDR/PR): / Asgar A Khan

Sr. No.	Company Name:	Delivered by:	Contact Person:	Tel. No.:	Fax. No.:	No. of Pkgs.	Remarks
1	CES ENVIRONMENT	Durim Tafilaj	Durim Tafilaj	8323308372	7136761676	5	8:45 

EPAHO093000161



M/s. CES Environmental Services Inc.
4904 Griggs Road
Houston, TX 77021
U.S.A.

Tel. No. +1-713-676-1460
Fax No. +1-713-676-1676

Qatar Petroleum
Contracts Department- Corporate
P.O. Box: 70
Royal Plaza, 4th floor
Al Sadd Street,
Doha-Qatar
Tel: +974 413 8283

P. O. Box No. : 3212
DOHA - QATAR
Internet : www.qp.com.qa
Tel. No. 0974-4733502
Fax No. 0974-4733509

قطر للبترول
Qatar Petroleum



صندوق البريد رقم ٣٢١٢
الدوحة - قطر
انترنت : www.qp.com.qa
رقم الهاتف :
رقم الفاكس :

Ref. No. RLC/RIB/08/1000/126652

رقم الإشارة :

Date : 16 September 2008

التاريخ :

M/s. CES Environmental Services Inc.
4904 Griggs Road
Houston, TX 77021
U.S.A.

Tel. No. +1-713-676-1460
Fax No. +1-713-676-1676

TENDER / RFQ NO. : LT08108800

TENDER TITLE : FEASIBILITY STUDY TO DETERMINE THE OPTIMUM RECEPTION, STORAGE, TREATMENT AND DISPOSAL OF HAZARDOUS WASTES AND RECYCLABLES GENERATED AT RAS LAFFAN INDUSTRIAL CITY

SUBJECT : INVITATION TO TENDER

We would like to invite you to participate in the Tender for the execution of Services, described above and further covered in the attached Tender document. Please note the following:

- Tender Closing Date is **12:00 hrs, on Sunday, 9 November 2008.**
- Offer shall be valid for **120 days** commencing from the Tender Closing date.
- Tenders must be accompanied by a Provisional Bank Guarantee (Tender Bond) for QR. 50,000/- issued by a Qatari Bank or a Bank operating in Qatar and should be valid for 150 days from Tender Closing Date.
- Kindly note that this Invitation is issued without any liability upon QP to consider any Tenders submitted.
- Tender shall clearly indicate the Tender number, title and your company name and is to be delivered in a sealed envelope addressed to:

**THE SECRETARY
LIMITED TENDERS COMMITTEE
QATAR PETROLEUM
4TH FLOOR, J-WING, ROYAL PLAZA, AL SADD STREET
P.O. BOX 3212
DOHA, QATAR**

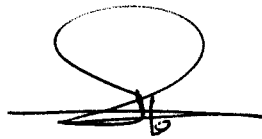
- The envelop shall bear on it the Tender / RFQ No., and Title of Work and the closing date.

Please be advised that QP has implemented SAP Contract Management System. Consequently, all prospective bidders wishing to participate in all QP Tenders would be required to have a QP SAP ID.

All prospective bidders who do not have a QP SAP Contractor ID are requested to obtain the required QP SAP Contractor ID. The registration form posted in QP website, www.qp.com.qa should be completed with the required details and submitted with the necessary supporting documents to Qatar Petroleum Finance Directorate, P.O Box 70, Doha, Qatar, Attention FNF/23-24.

Please acknowledge receipt of this letter with your intention to bid, to Asst. Contracts Manager (Corporate) on Fax No.: +974- 4293413.

Regards,



KHALID BIN KHALIFA ALTHANI
DIRECTOR RAS LAFFAN



RAS LAFFAN INDUSTRIAL CITY

P. O. Box 22247, Doha – State of Qatar
Telex: 4445 QGPRLA DH – Cable Add: QATOFF, Doha
Tel. #: 00974 4733438 – Fax #: 00974 4733339

To : All Tenderers
Attn. :
Country : Qatar
Fax :
Date : 22 September 2008
cc : RIB/RIB/1, RIB/12, CNC/31, *[Signature]*

From : Khalid Bin Khalifa Al Thani
DIRECTOR RAS LAFFAN
Fax : 473 3509
Tel. : 473 3502
Ref. # : RLC/RIB/08/1000/125803
Pages : (1) Including the cover sheet

RFQ NO:LT08108800

**FEASIBILITY STUDY TO DETERMINE THE OPTIMUM RECEPTION, STORAGE,
TREATMENT AND DISPOSAL OF HAZARDOUS WASTES AND RECYCLABLES
GENERATED AT RAS LAFFAN INDUSTRIAL CITY**

TENDER BULLETIN NO: 1

With reference to above subject Tender, due to technical error, the files in Attachments I, II and III to Appendix A cannot be opened. Therefore you are requested to collect the CD with the attachment files to Appendix A from:

Contract Department - Corporate
Qatar Petroleum
Room G- 11, 4th Floor
Royal Plaza
Al-Sadd Street
Doha.

[Handwritten mark]

** CD is enclosed
herewith*

Regards,

**Khalid Bin Khalifa Al Thani
DIRECTOR RAS LAFFAN**

If you do not receive the correct number of pages or any are not legible, please contact the sender as soon as possible.
Confidentiality Caution: This message is intended for the use of the individual or entity to which it is addressed and may contain information that is privileged and confidential. If you have received it in error, please notify the sender immediately by telephone.

EPAHO093000165

Contracts Department



Master RFQ

LT08108800

CD 1



Contacts For CES Environmental

12:37 PM
01/30/02

CES Environmental Services, Inc.
A/R Aging Summary
As of January 30, 2002

As of January 30, 2002									
	Cu...	1 - 15	16 - 30	31 - 45	46 - 60	61 - 75	76 - 90	> 90	TOTAL
Ameriforge	0.00	0.00	5,776.25	0.00	0.00	0.00	0.00	0.00	5,776.25
Ashland, Inc.	0.00	0.00	0.00	724.50	0.00	0.00	0.00	0.00	724.50
Associated Environmental Con...	0.00	3,500.00	1,452.50	0.00	0.00	0.00	0.00	0.00	4,952.50
Atofina Chemicals	0.00	344.79	0.00	0.00	0.00	0.00	0.00	0.00	344.79
BetzDearborn (Beaumont)	0.00	0.00	1,657.50	0.00	0.00	0.00	0.00	0.00	1,657.50
BetzDearborn (Garland)	0.00	0.00	0.00	2,613.20	0.00	0.00	0.00	0.00	2,613.20
BP Amoco Polymers, Inc.	0.00	0.00	0.00	1,718.75	0.00	0.00	0.00	1,380.80	3,099.55
BP Solvay Polyethylene North ...	0.00	1,080.00	0.00	0.00	0.00	0.00	-174.25	0.00	905.75
Brown & Caldwell	0.00	0.00	0.00	0.00	0.00	<u>1,011.25</u>	0.00	0.00	1,011.25
Brown & Root	0.00	0.00	0.00	0.00	2,352.50	3,920.50	0.00	0.00	6,273.00
Brown Fintube, Inc.	0.00	0.00	1,155.38	0.00	0.00	0.00	0.00	0.00	1,155.38
CECOS International, Inc.	0.00	1,266.48	0.00	7,066.92	0.00	5,580.12	0.00	0.00	13,913.52
CFF Recycling	0.00	0.00	4,058.40	0.00	0.00	0.00	0.00	0.00	4,058.40
Chem Sep	0.00	2,256.00	4,512.06	0.00	2,662.38	0.00	14,730.12	10.00	24,173.56
Chemical Cleaning	0.00	1,305.00	0.00	0.00	0.00	0.00	0.00	0.00	1,305.00
Clear Lake Cogeneration	0.00	21,975.00	0.00	0.00	0.00	0.00	0.00	0.00	21,975.00
Dana Container	0.00	0.00	3,270.00	0.00	0.00	0.00	0.00	0.00	3,270.00
Diamond Shamrock	0.00	1,061.25	0.00	0.00	0.00	0.00	0.00	0.00	1,061.25
Enron Methanol Company	0.00	6,305.00	-6,305.00	0.00	0.00	51,565.25	0.00	0.00	51,565.25
Entegris Advanced Polymer Gr...	0.00	0.00	1,608.75	0.00	0.00	0.00	0.00	0.00	1,608.75
Enterprise Products	0.00	0.00	0.00	2,900.00	0.00	0.00	0.00	0.00	2,900.00
Foster Products Corp.	0.00	1,312.48	0.00	2,855.58	0.00	0.00	0.00	0.00	4,168.06
Fusion, Inc.	0.00	0.00	0.00	605.00	0.00	0.00	0.00	0.00	605.00
GATX (Hearne)	0.00	7,470.00	0.00	0.00	0.00	0.00	0.00	0.00	8,510.00
GCC Drum	0.00	2,180.88	0.00	0.00	0.00	2,549.12	0.00	0.00	4,730.00
Goodman Manufacturing	0.00	10,421.30	542.85	440.00	0.00	0.00	0.00	0.00	11,410.75
Grant Prideco Company	0.00	2,912.50	0.00	0.00	3,816.56	0.00	0.00	0.00	6,729.06
Greif Brothers Corp.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20,268.63	20,268.63
GSF	0.00	0.00	0.00	0.00	13,179.84	0.00	0.00	0.00	13,179.84
Gulf Stream Marine	0.00	0.00	1,500.00	720.00	1,100.00	0.00	0.00	0.00	3,320.00
HEB	0.00	0.00	350.00	0.00	0.00	0.00	0.00	0.00	350.00
Hercules Incorporated	0.00	2,038.20	0.00	5,120.93	20,830.70	159.32	<u>15,036.70</u>	0.00	43,185.85
Hunt & Hunt	0.00	0.00	0.00	0.00	0.00	1,840.00	0.00	0.00	1,840.00
Hydril Company LP	0.00	360.00	2,807.55	0.00	0.00	0.00	2,256.75	0.00	5,424.30
International Recovery Group	0.00	1,350.00	0.00	0.00	0.00	0.00	0.00	0.00	1,350.00
Joe D Hughes	0.00	0.00	0.00	0.00	0.00	200.00	0.00	3,375.00	3,575.00
Kinder Morgan Liquids Terminal	0.00	6,074.64	0.00	0.00	0.00	0.00	0.00	0.00	6,074.64
KMCO, Inc.	0.00	6,414.08	0.00	0.00	0.00	0.00	0.00	0.00	6,414.08
KMTEx	0.00	57,655.93	0.00	12,398.42	0.00	3,014.23	0.00	0.00	73,068.58

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12:37 PM
01/30/02

CES Environmental Services, Inc.
A/R Aging Summary
As of January 30, 2002

Cu...	1 - 15	16 - 30	31 - 45	46 - 60	61 - 75	76 - 90	> 90	TOTAL
Lansco	0.00	2,990.00	0.00	0.00	0.00	0.00	0.00	2,990.00
Lubrizol Corporation	0.00	5,280.00	0.00	0.00	0.00	0.00	0.00	5,280.00
Matheson Gas	0.00	0.00	1,712.00	0.00	0.00	0.00	0.00	1,712.00
National Oilwell (Roberds John...	0.00	0.00	568.00	0.00	0.00	0.00	0.00	568.00
Newpark Drilling Fluids, Inc.	0.00	0.00	0.00	0.00	0.00	2,550.00	0.00	2,550.00
Oceaneering Multiflex	0.00	10,044.10	3,000.00	0.00	0.00	0.00	0.00	13,044.10
Philip Services (DP)	0.00	0.00	0.00	0.00	14,735.30	0.00	0.00	14,735.30
Quest	0.00	5,405.09	0.00	1,292.49	2,814.04	0.00	0.00	9,511.62
Rectorseal	0.00	0.00	5,240.45	0.00	0.00	0.00	2,075.75	7,314.20
Rhodia, Inc.	0.00	150.00	0.00	0.00	0.00	0.00	0.00	150.00
Richmont Square Apts.	0.00	0.00	607.50	0.00	0.00	0.00	0.00	607.50
Rocking 8 Transportation	0.00	0.00	0.00	500.00	0.00	0.00	0.00	500.00
Rolled Alloys	0.00	0.00	500.00	0.00	0.00	0.00	0.00	500.00
Roux Associates, Inc.	0.00	0.00	0.00	0.00	16,225.00	0.00	0.00	16,225.00
Sartomer Inc.	0.00	8,005.68	0.00	0.00	0.00	0.00	0.00	8,005.68
Slay Transportation Company	0.00	0.00	4,395.00	11,270.00	0.00	0.00	0.00	15,665.00
Solvay Interlox, Inc.	0.00	260.00	0.00	0.00	0.00	0.00	0.00	260.00
South Coast Terminals	0.00	2,125.00	0.00	0.00	0.00	0.00	0.00	2,125.00
Stewart & Stevenson Beaumont	0.00	0.00	675.00	0.00	0.00	602.50	0.00	1,277.50
Strata Directional Technology	0.00	1,028.38	0.00	0.00	0.00	0.00	0.00	1,028.38
Taber Extrusions L.P.	0.00	0.00	4,663.65	0.00	0.00	0.00	0.00	4,663.65
Tek-Rap	0.00	4,716.25	0.00	0.00	0.00	0.00	0.00	4,716.25
Texas Sterling Construction	0.00	0.00	0.00	1,250.00	0.00	0.00	0.00	1,250.00
Texmark Chemicals, Inc.	0.00	10,606.25	1,460.00	4,519.50	10,491.25	0.00	0.00	27,077.00
Tri-Arch Industries	0.00	0.00	0.00	0.00	0.00	0.00	1,715.00	1,715.00
TSI	0.00	1,421.25	0.00	0.00	6,536.29	1,146.75	0.00	13,969.54
US Filter	0.00	0.00	0.00	0.00	0.00	0.00	1,427.72	1,427.72
W/M Newton County Landfill	0.00	0.00	236.25	225.00	0.00	0.00	0.00	461.25
Wood Group Drilling Products	0.00	1,856.54	2,309.13	0.00	0.00	1,682.50	0.00	5,848.17
TOTAL	0.00	191,172.07	47,753.22	56,286.89	77,194.52	90,820.88	34,402.32	533,786.05

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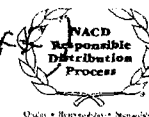
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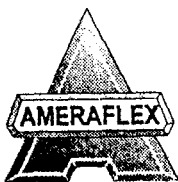
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Kathleen Mc Cammitt

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Chris Mozell

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Phil Watson

Ron Morosse
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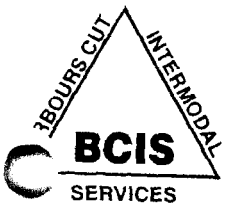
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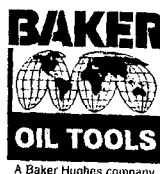
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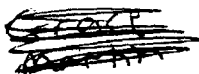
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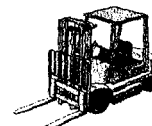
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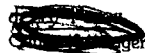
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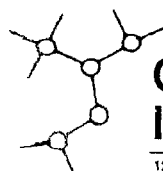
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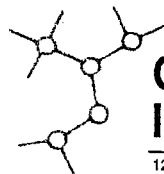


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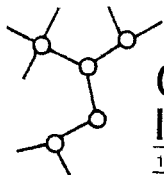
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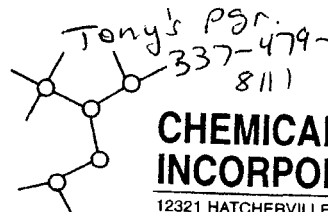
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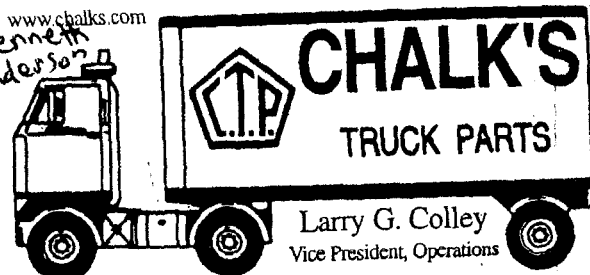
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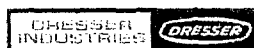
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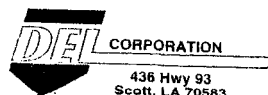
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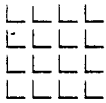
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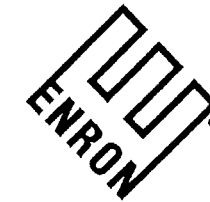
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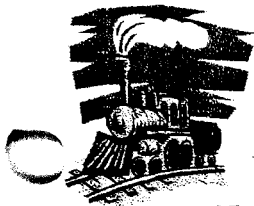
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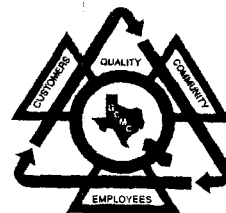
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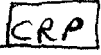
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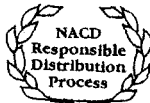
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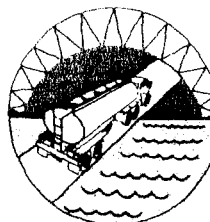


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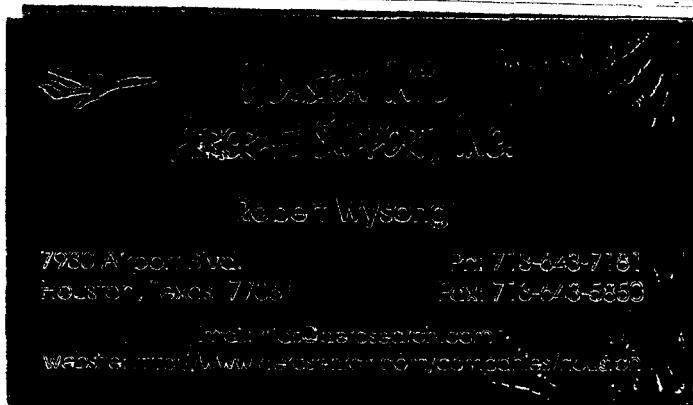
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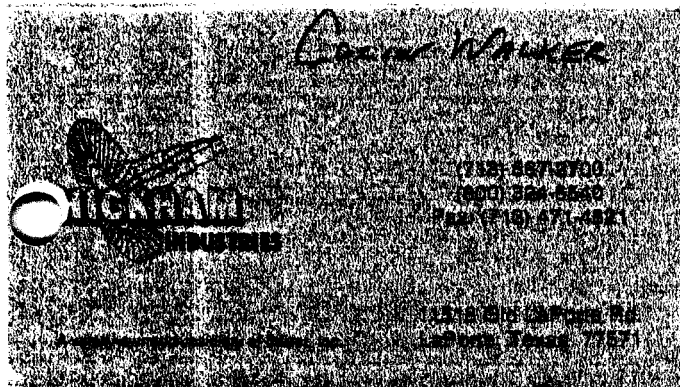
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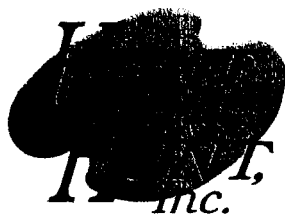


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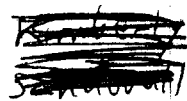
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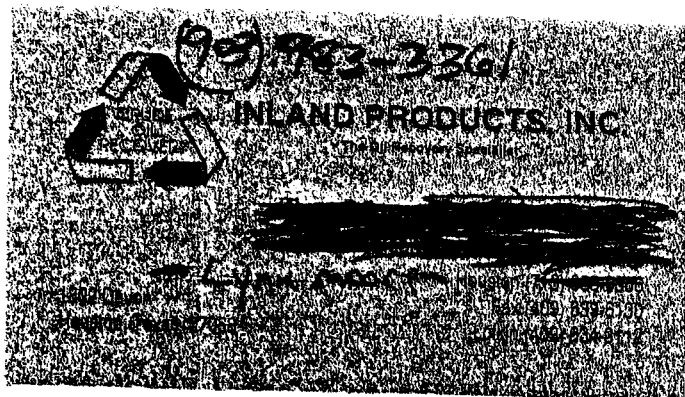


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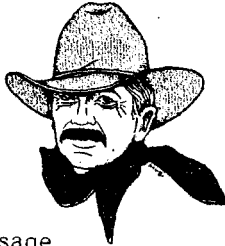
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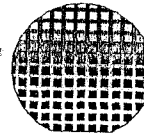
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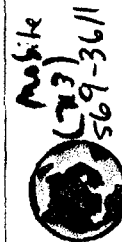
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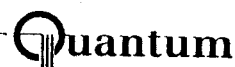


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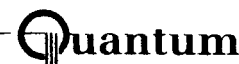


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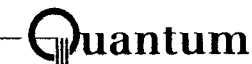


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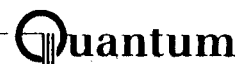
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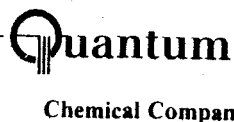
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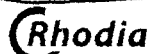
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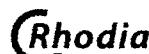
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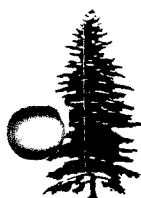
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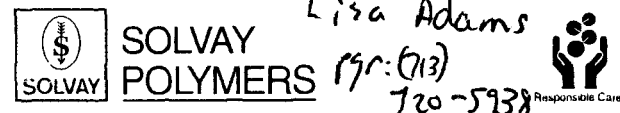
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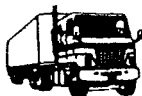
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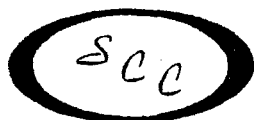
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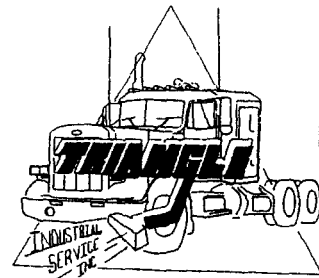
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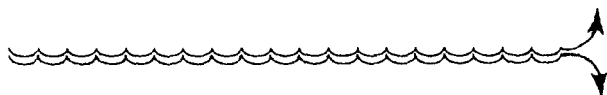
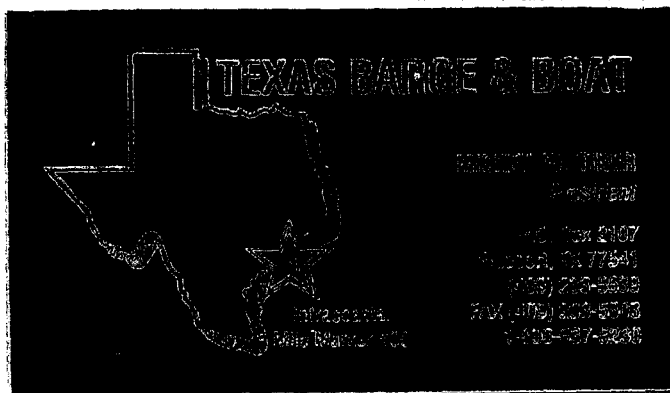
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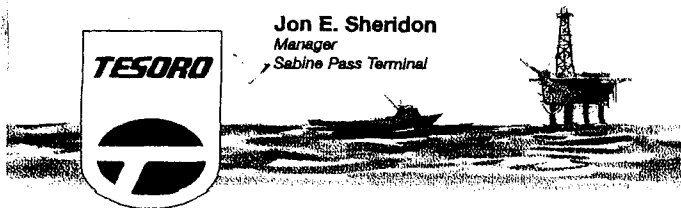
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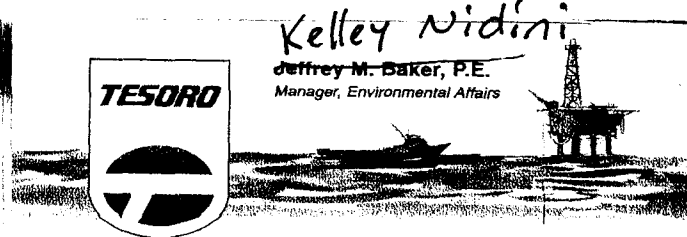
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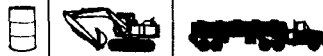


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AB

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Billing/AP Information	
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Contact:	South Coast Terminal
Address:	(wallisville) 7401 wallisville Rd Houston, TX 77020
Phone:	713-672-2401
Fax:	713-675-8465

Salesperson:	Ken Noakes	
Assigned:		Unassigned:

Folder I.D.#	South Coast (East-wallisville) Cleaning of Storm Water + Sump trenches
--------------	--

Job Contact:	Belinda / Daryl Poe	
Phone:	713-672-2401	
Fax:	713-675-8465	

P.O. Required:	<input checked="" type="radio"/> Y	<input type="radio"/> N	Fuel Surcharge:	<input checked="" type="radio"/> Y	<input type="radio"/> N
City of Houston:	<input checked="" type="radio"/> Y	<input type="radio"/> N	4-hour Minimum:	<input checked="" type="radio"/> Y	<input type="radio"/> N

Base Oils Black Oils Light Ends Glycols Emulsion Oils (>70% oil) Emulsion Oils (50%-70% oil)

Job Estimate				
Item	Vendor	Profile #	CES Cost	Customer Charge
Technician			7	\$28/hr
Air mover w/operator				\$125/hr
Fuel Surcharge				41.570
6" Flux hose (250'±7)				\$2.00
Pressure Washer (2) + hand tools				\$275.00
Soap (Red-concentrate)				\$15/gal
Disposal - class 1 Sludge		201		\$85/40yd
PPE x 3				\$25/dy
Vacuum box rental	\$300	box PU + Delivery		→
PIU + Delivery	\$45/dy	rental		→
Used 8 gallons of soap				

Customer Special Request/Requirement
Aug 08

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Customer Special Requests/Requirements	

□ N

Y

□ N

☐ Y

□ N

Job Estimate

[illegible]

Customer Special Requests/Requirements

P.O. Required:

☐ Y ☐ N

Fuel Surcharge:

☐ Y ☐ N

4% City of Houston Fee:

☐ Y ☐ N

4-hr Minimum:

☐ Y ☐ N

Job Estimate

PO# 4555	Item	CES Cost	Customer Charge
4/3/09	Air Machine w/oper 9.5 hr		1187.50
	9.5% FSC		112.81
	FS Utility Truck / Tools		125.00 T
	Field Techs: 2 20 hr		700.00
	Jet Rodder w/operation	432.00	400.00 T
	Job Mat: PPE 3-men		90.00 T
	Flex hose 200 ft.		400.00 T
6/4	Equip Use: Pressure Washer		100.00
	Deliver Box VB 2559 - 2565		350.00 T
	9.5% FSC		33.25
	Air Machine w/oper 9.75 hr		1218.75
	9.5% FSC		115.78
	Field Techs - 2 22 hr		770.00
	PPE - 3		90.00 T
	Equip Use: Pressure Washer		100.00
Redirec	Disposal - CES 5592168 1500g. 7 yd		595.00
	TRANS - CES 2 Loads		850.00
	9.5% FSC		80.75
	Disposal - CES 5592162 17 yd	136.21	1445.00
	5592163 17 yd	283.92	1445.00
6/5	TRANS - CES 1 Load		425.00
	9.5% FSC		40.38
	Disposal - CES 5592209 25 yd	300.00	2125.00
Redirec 6/8	TRANS - CES 1 Load		425.00
	9.5% FSC		40.38
	Disposal - CES 5592245 17 yd	283.92	1445.00
	Washout 4 Vac Boxes		1100.00
6/11	TRANS - Return VB 25112 + VB 2526 2 trip		350.00 T
	9.5% FSC		33.25
	Rental VB 25112 6/3 - 6/11 9 days	356.41	450.00 T
	Rental VB 2526 6/3 - 6/11 9 days	330.00	450.00 T
6/16	TRANS - Return VB 2559 + 2565 2 Trip		350.00 T
	9.5% FSC		33.25
	Rental VB 2559 4/4 - 6/16 13 days	422.18	650.00 T
	VB 2565 6/3 - 6/16 14 days	518.40	700.00 T
6/4	Washout Jet Rodder		275.00
	TRANS - Return 1 Trip		175.00 T
	9.5% FSC		16.63
	Sales Tax	394.41	394.41
	1% compliance	201.45	201.45
	City of Houston 4%	74.46	74.46

Continued

Customer Special Requests/Requirements

P.O. Required:

☒ Y ☐ N

Fuel Surcharge:

☒ Y ☐ N

4% City of Houston Fee:

☒ Y ☐ N

4-hr Minimum:

☐ Y ☐ N

Job Estimate

Item	CES Cost	Customer Charge
PP#		
DELIVER VAC BOX 2565 + 25112		350.00 T
9.5% FSC		33.25
Air Machine w/oper 10.75 HR		1343.75
9.5% FSC		127.66
Field Service Utility Truck / Tool		125.00
9.5% FSC		11.88
Field Tech 10.75		376.25
Field Tech 6.5 hr		227.50
Job mat: PPE 3men		90.00 T
Flex Hose 200ft.		400.00 T
Equip Use: Pressure Washer		100.00
DELIVER VAC BOX 2526		175.00 T
9.5% FSC		16.63
Air Machine w/oper 6.75 HR		843.75
9.5% FSC		80.16
Field Service Utility Truck		125.00
9.5% FSC		11.88
Field Tech 7.25 HR		253.75
Field Tech 4 HR		140.00
PPE - 3men		90.00 T
Equip Use: Pressure Washer		100.00
Disposal - CES (#105) 5596984 (3.12 Ton) 15 yd	162.24	1275.00
TRANS to disposal #280 2 Loads		850.00
9.5% FSC		80.75
Disposal - CES 5596915 (15.17 Ton) 17 yd	788.84	1445.00
5596914 (9.57 Ton) 17 yd	497.64	1445.00
TRANS to disposal 108 1 Load		425.00
9.5% FSC		40.38
Disposal - CES 5596983 (12.08 Ton) 17 yd	628.16	1445.00
Rental Box 2565 5 days 5/18 - 5/22/09	190.00	250.00 T
25112 5 days 5/28 - 6/2/09	190.00	250.00 T
Rental Box 2526 4 day 5/19 - 5/21/09	152.00	200.00 T
Sales Tax	144.40	144.40
1% compliance	129.28	129.28
4% CDH Fee	55.85	55.85
Inv# 56800		
	2938.41	13057.12
	10/18.71	

5/28

5/29

Redirect

Redirect

Customer Special Requests/Requirements

P.O. Required:

☒ Y☐ N

Fuel Surcharge:

☐ Y☐ N

4% City of Houston Fee:

☒ Y☐ N

4-hr Minimum:

☐ Y☐ N

Job Details

Item	CES Cost	Customer Charge
PO# 3397		
8-12-08 Deliv 2 R4R Vac Boxes 279110 + 276058	235.77	350.00 T
41.5% FSC		145.25
8-12 Air Machine w/oper 10.5 hr		1312.50
41.5% FSC		544.69
Field Techs - 2 21.00 HR		588.00
Job mat: Flex Hose 6" 100 ft.		200.00 T
PPE 3 men		75.00 T
Red Soap 8 gal	40.00	120.00 T
Equip Use: Pressure Washer (1)		137.50
8-14 TRANS Box 279110 to disposal		425.00
FSC		176.38
Disposal - CES 4255124 (14.17 Ton) 20 yd	736.84	1700.00
Washout Box 279110		275.00
8-18 Return of Rent	110.09	175.00 T
FSC		72.63
Rental from 8/12-18/07 7 days	227.33	-
2nd Box Disposal - CES 4255193 (11.51 Ton) 18 yd	598.52	-
Return 2nd Box # 276058	140.78	-
Rental 276058 8/12-21/08 10 days	324.75	
4% COH	7.23	7.23
1% Compliance	63.78	63.78
Sales Tax 8 %	73.60	73.60
	2558.69	6441.56
	3882.87	
PO# 275		
TERMS. 5.25% 11/01/08		450.00 367.50
9% FSC		33.08 40.50
Field Tech 4.50		126.00 157.50
PPE - 2 men		160.00 50.00 (1)
Pressure Washer		137.50 100.00
DISPOSAL - CES 559184/- 2028 10 yd		750.00
4% COH	19.62	19.62 160.03
Sales Tax	401.480	401.480
1% Compliance Fee	1578.1614	1578.1614
Utility Truck		125.00
INV# 54793	294.71	1593.51
Adjustment +36.64	40.56	1630.05
	1554.00	
	1589.49	

Ken
Are you charging
Box Rental?

Miller
First Field Service Job.
Already got P.C. &
contract on sign leave
Please let go as is
XN

Customer Special Requests/Requirements

P.O. Required:

☒ Y☐ N

Fuel Surcharge:

☐ Y☐ N

4% City of Houston Fee:

☒ Y☐ N

4-hr Minimum:

☐ Y☐ N

Job Estimate

Item	CES Cost	Customer Charge
10-25 Deliver VAC BOX # 617		150.00 T
20% FSC		30.00
Deliver VAC BOX 639 + 633		300.00 T
20% FSC		60.00
Air Machine w/ operator 11.25 hr		1068.75 (95.)
20% FSC		213.75
Field Tech - 2 men 22.5		630.00 (28.)
FS Utility Truck & Trailer		100.00 T
FSC		20.00
PPE 3 men		75.00 T
6' Flex Hose 200 ft.		400.00 T
10-26 Delivery of VAC BOX 641		150.00 T
20% FSC		30.00
Air Machine w/ operator 5.50		522.50
20% FSC		104.50
Field Tech - 2 men 11 HR		308.00
FS Utility Truck & Trailer		100.00 T
FSC		20.00
PPE 3 men		75.00 T
10-29 TRANS 3 Loads		1275.00 (425.)
FSC		255.00
Disposal 2159754 2159754 20 yd	1000.00	1500.00
Refined Republic 2159757 20 yd	1000.00	1500.00
2159758 20 yd	1000.00	1500.00
470 CDH	61.20	61.20
P/R VAC BOX 641 (NOT USED)		150.00 T
20% FSC		30.00
Rental VAC 641 10/26-29/07 4 days		140.00 T
VAC 617 10/25-29/07 5 day		175.00 T
639 10/25-10/29 5 day		175.00 T
633 10/25-10/29 5 day		175.00 T
Sales Tax 8%		173.20
Washout 3 Boxes		825.00
	3061.20	12,291.90
	(9230.70)	
fuel disposal on VB 639 - (400 gallons)		1200.00
on VB 633 - (450 gallons)		1350.00
11/20 PD# 2092		14841.90

Del 617 ¹⁰⁻²⁵ ~~NOT~~ Disp. 10/29

639 - Disp. 10/29

633 - Disp. 10/29

10-26

641 NOT used

Analysis?

Customer Special Requests/Requirements

PO from Daryl Poe

SALES 7751.8%

P.O. Required:

☒ Y☐ N

Fuel Surcharge:

☒ Y☐ N

4% City of Houston Fee:

☒ Y☐ N

4-hr Minimum:

☒ Y☐ N

Job Estimate

Item	CES Cost	Customer Charge
PO# WD 9266-DP		
1-10-06 TRANS-CES 272 (2 Loads) 8.75 hr		568.75
1490 Fuel		77.63
DSP Recycle-CES BOL 17401 6300 g.		945.00
17414 2000 g.		300.00
1-11-06 Delivers 1/4c Box 607 (280)		150.00 T
1490 Fuel		21.00
Deliver Air Machine (276)		150.00 T
1490 Fuel		21.00
Air Machine w/ opn. 13.5 HR		1282.50
1490 Fuel		179.55
Field Tech - 1 man 13.5 HR		364.50
PPE - 2 men		50.00 T
Equip Use: Pressure Washer 6 HR		150.00
FLEX HOSE 200ft		400.00 T
TRANS-CES 276 1 Load 6.25 HR		406.25
1490 Fuel		56.88
DSP Recycle-CES BOL 17427 5000 g.		750.00
TRANS-CES 276 1 Load 5. HR		325.00
1490 Fuel		45.50
DSP Recycle-CES BOL 17456 3000 g.		450.00
CS-Washout TLR 205+206		250.00
1-12-06 TRANS-CES 287 to disposal 4 hr min		260.00
1490 Fuel		36.40
DSP Disposal-CES 3957157 20 yd		1500.00
Washout Box 607		275.00
Rental 607 1-10 / 1-12 3 days		105.00 T
440 COH	11.86	11.86
Sales Tax	-	66.27
	11.86	9200.09
	9188.23	7490

CES Environmental Services, Inc.
Profit/Loss Sheet

Billing Information:

Name: Southcoast

Contact: _____

Address: Wallisville Rd.
Houston, TX

Phone: _____

Fax: _____

Salesperson: Molt

Job Contact: _____

Phone: _____

Fax: _____

A/P Contact: _____

Phone: _____

Fax: _____

P.O. Required: ☒ Y ☐ N

4% City of Houston Fee: ☒ Y ☐ N

Fuel Surcharge: ☒ Y ☐ N

4-hr Minimum: ☒ Y ☐ N

Job Estimate			
Item	Vendor	CES Cost	Customer Charge
- Delivery of Vac Box	CES	0	\$150 + F.S.C.
- Delivery of Air Machine	CES	0	\$150 + F.S.C.
- Rental of Vac Box	CES	0	\$35/day
- Cleanup of Vac. Box	CES	0	\$275
- Vac. Truck	CES	0	\$65/hr. + F.S.C.
- Recycling/Disposal of water	CES	0	\$15/gal.
- Air machine w/ operator	CES	0	\$95/hr.
- Helpers	CES	0	\$27/hr.
- PPE	CES	0	\$25/day/man
- Pressure Washers	CES	0	\$25/hr./ea.
- Vac. Truck Washout	CES	0	\$125
- Transp. of Vac. Box for disposal (CES then to Republic)	CES	0	\$65/hr. + F.S.C.
- Disposal of sludge in vac. Box	CES	0	\$75/gd.
- AOS Flex hose	CES	0	\$2/ft.

28/m

Customer Special Requests/Requirements

UPDATE FOLDERS IMMEDIATELY WITH ANY CHANGES

Confidential

EPAHO093000339



**CES Environmental
Services, Inc.**

4904 Griggs Road
Houston, TX 77021
Phone: (713) 676-1460
Fax: (713) 676-1676

Invoice

Date	Invoice #
7/8/2009	57483

Copy

Bill To: South Coast Terminals
Attn: Accounts Payable
7401 Wallisville
Houston, TX 77020

P.O. No.	Terms	Project
4555	Net 30	

Quantity	Description	Manifest #	Rate	Amount
	6/3/09			
2	Deliver Vacuum Boxes #VB25112 & 2526 @ \$175.00 per trip fee		175.00	350.00T
	9.5% Fuel Surcharge		33.25	33.25
9.5	Air Machine w/Operator @ \$125.00 per hour		125.00	1,187.50
	9.5% Fuel Surcharge		112.81	112.81
1	Field Service Utility Truck / Tools @ \$125.00 per day		125.00	125.00T
20	Field Technicians: 2 men at 10 hrs each @ \$35.00 per hour		35.00	700.00
1	Equipment rental of Jet Rodder w/Operator @ \$400.00 per day		400.00	400.00T
1	Equipment Use: Pressure Washer @ \$100.00 per day		100.00	100.00
3	Job Materials: PPE 3 men @ \$30.00 per day / per man		30.00	90.00T
200	Job Materials: Flex Hose @ \$2.00 per ft.		2.00	400.00T
	6/4/09			
2	Deliver Vacuum Box #VB2559 & VB2565 @ \$175.00 per trip fee		175.00	350.00T
	9.5% Fuel Surcharge		33.25	33.25
9.75	Air Machine w/Operator @ \$125.00 per hour		125.00	1,218.75
	9.5% Fuel Surcharge		115.78	115.78
22	Field Technicians: 2 men at 11 hrs each @ \$35.00 per hour		35.00	770.00
1	Equipment Use: Pressure Washer @ \$100.00 per day		100.00	100.00

We appreciate your business!

Subtotal

Late Payment Policy: Any unpaid balances beginning on the 30th day after the account is due will accrue a per annum interest rate of 7.5%, unless otherwise stated in a formalized contract.

Sales Tax (8.0%)

Total



**CES Environmental
Services, Inc.**

4904 Griggs Road
Houston, TX 77021
Phone: (713) 676-1460
Fax: (713) 676-1676

Invoice

Date	Invoice #
7/8/2009	57483

Bill To: South Coast Terminals
Attn: Accounts Payable
7401 Wallisville
Houston, TX 77020

		P.O. No.	Terms	Project	
		4555	Net 30		
Quantity	Description	Manifest #	Rate	Amount	
3	Job Materials: PPE 3 men @ \$30.00 per day / per man		30.00	90.00T	
7	Disposal of Non-RCRA waste sludge (trench sludge) @ \$85.00 per yd	5592168JJK	85.00	595.00	
2	Transportation services by CES to disposal facility @ \$425.00 per load		425.00	850.00	
	9.5% Fuel Surcharge		80.75	80.75	
17	Disposal of Non-RCRA waste sludge (trench sludge) @ \$85.00 per yd	5592162JJK	85.00	1,445.00	
17	Disposal of Non-RCRA waste sludge (trench sludge) @ \$85.00 per yd	5592163JJK	85.00	1,445.00	
1	Washout of Jet Rodder #301		275.00	275.00	
1	Transportation services by CES - Return Jet Rodder off rent @ \$175.00 trip fee		175.00	175.00T	
	9.5% Fuel Surcharge		16.63	16.63	
	6/5/09				
1	Transportation services by CES to disposal facility @ \$425.00 per load		425.00	425.00	
	9.5% Fuel Surcharge		40.38	40.38	
We appreciate your business!		Subtotal			
Late Payment Policy: Any unpaid balances beginning on the 30th day after the account is due will accrue a per annum interest rate of 7.5%, unless otherwise stated in a formalized contract.		Sales Tax (8.0%)			
		Total			



Invoice

4904 Griggs Road
Houston, TX 77021
Phone: (713) 676-1460
Fax: (713) 676-1676

Date	Invoice #
7/8/2009	57483

Bill To: South Coast Terminals
Attn: Accounts Payable
7401 Wallisville
Houston, TX 77020

P.O. No.	Terms	Project
4555	Net 30	

Quantity	Description	Manifest #	Rate	Amount
25	Disposal of Non-RCRA waste sludge (trench sludge) @ \$85.00 per yd 6/8/09	5592209JJK	85.00	2,125.00
1	Transportation services by CES to disposal facility @ \$425.00 per load 9.5% Fuel Surcharge		425.00	425.00
17	Disposal of Non-RCRA waste sludge (trench sludge) @ \$85.00 per yd	5592245JJK	85.00	1,445.00
4	Washout Vacuum Boxes @ \$275.00 each 6/11/09		275.00	1,100.00
2	Return Vacuum Boxes #VB25112 & VB2526 (off rent) @ \$175.00 per trip fee 9.5% Fuel Surcharge		175.00	350.00T
9	Rental of Vacuum Box #VB25112 from 6/3 - 6/11/09 @ \$50.00 per day		50.00	450.00T
9	Rental of Vacuum Box #VB2526 from 6/3 - 6/11/09 @ \$50.00 per day		50.00	450.00T

We appreciate your business!

Late Payment Policy: Any unpaid balances beginning on the 30th day after the account is due will accrue a per annum interest rate of 7.5%, unless otherwise stated in a formalized contract.

Subtotal

Sales Tax (8.0%)

Total



**CES Environmental
Services, Inc.**

4904 Griggs Road
Houston, TX 77021
Phone: (713) 676-1460
Fax: (713) 676-1676

Invoice

Date	Invoice #
7/8/2009	57483

Bill To: South Coast Terminals
Attn: Accounts Payable
7401 Wallisville
Houston, TX 77020

P.O. No.	Terms	Project
4555	Net 30	

Quantity	Description	Manifest #	Rate	Amount
	6/16/09			
2	Return Vacuum Boxes #VB2559 & VB2565 (off rent) @ \$175.00 per trip fee		175.00	350.00T
	9.5% Fuel Surcharge		33.25	33.25
13	Rental of Vacuum Box #VB2559 from 6/4 - 6/16/09 @ \$50.00 per day		50.00	650.00T
14	Rental of Vacuum Box #VB2565 from 6/3 - 6/16/09 @ \$50.00 per day		50.00	700.00T
	4% City of Houston Franchise Fee		74.46	74.46
	1% Compliance Fee		201.45	201.45

We appreciate your business!

Subtotal \$19,951.89

Sales Tax (8.0%) \$394.41

Total \$20,346.30

Late Payment Policy: Any unpaid balances beginning on the 30th day after the account is due will accrue a per annum interest rate of 7.5%, unless otherwise stated in a formalized contract.



4904 Griggs Road
Houston, TX 77021
Tel. (713) 676-1460
Fax. (713) 676-1676

Transportation Work Ticket

Folder ID : South Coast Terminals (Wallisville)
Cleanout of stormwater & sump trenches

Date : 6/3/2009 Manifest # :
CES Environmental Services, Inc.
Client : Ticket : 27005
Phone : 7136761460 South Coast Terminals (Wallisville Rd.)
CES Environmental Services, Inc.
Transporter :
Signature Signature *Robert C. Hickman*

Leave CES Yard : 0845	Arrive At Destination : 0905
Arrive At Customer :	Begin Unloading : 0915
Begin Loading :	Finish Unloading : 0930
Finish Loading :	Leave Destination : 0945
Leave Customer :	Arrive At CES Yard :

Customer PO #:

Total Hours:

1.0

CES Unload: ☐

Gross Weight :	Ending Odometer : 304341
Tare Weight :	Beginning Odometer : 304328
Net Weight :	Total Miles : 13

Driver : Hickman, Robert Tractor # : 281 Tote # :
Signature : *Robert Hickman* Trailer # : 236 Box # : 25112

Job Comments/Equipment : Box dropped at customer where directed.

White (CES Office)

Yellow (CES Office / Billing)

Pink (CES Office / IFTA)

Golden Rod (Customer)

EPAHO093000344



**CES Environmental
Services, Inc.**

JOB INFORMATION PROFILE

Folder ID : South Coast Terminals (Wallisville)
Cleanout of stormwater & sump trenches

Customer : CES Environmental Services, Inc.

Driver : Hickman, Robert

Address : 4904 Griggs Rd

Helper : southcoast job

City,State,Zip : Houston TX , 77021

Date : 6/3/2009

Time : 2nd

CES Contact : () -

Truck # 281

Trailer # 236



**CES Environmental
Services, Inc.**

JOB INFORMATION PROFILE

Folder ID : South Coast Terminals (Wallisville)
Cleanout of stormwater & sump trenches

Customer : CES Environmental Services, Inc.

Driver : Hickman, Robert

Address : 4904 Griggs Rd

Helper : southcoast job

City,State,Zip : Houston TX , 77021

Date : 6/3/2009

Time : 2nd

CES Contact : () -

Truck # 281

Trailer # 236

Job Description :

South Coast Contact is Belinda Adame 281-705-3512

deliver 1 of the following boxes from CES yard to South coast VB# 2526, 2565, or 25112

1) Deliver vacuum box to SouthCoast- Wallisville before FS crew arrives

2) Drop where directed

***WRITE BOX # ON PAPERWORK-

CONTAT MORGAN w/ problems 281-691-3296

South Coast Contact is Belinda Adame 281-705-3512

deliver 1 of the following boxes from CES yard to South coast VB# 2526, 2565, or 25112

1) Deliver vacuum box to SouthCoast- Wallisville before FS crew arrives

2) Drop where directed

***WRITE BOX # ON PAPERWORK-

CONTAT MORGAN w/ problems 281-691-3296

ID #: 87005

CUSTOMER INFORMATION

OPERATION HOURS:

SHIPPING/RECEIVING CONTACT:

AFTER HOURS CONTACT:


EPAHO093000345



4904 Griggs Road
Houston, TX 77021
Tel. (713) 676-1460
Fax. (713) 676-1676

Transportation Work Ticket

Folder ID : South Coast Terminals (Wallisville)
Cleanout of stormwater & sump trenches

Date : 6/3/2009 Manifest # :
CES Environmental Services, Inc.
Client : Ticket : 87003
Phone : 7136761460 Consignee : South Coast Terminals (Wallisville Rd.)
CES Environmental Services, Inc.
Transporter :
Signature Signature 

Leave CES Yard : 0700	Arrive At Destination 0725
Arrive At Customer :	Begin Unloading : 0730
Begin Loading :	Finish Unloading : 0740
Finish Loading :	Leave Destination : 0745
Leave Customer :	Arrive At CES Yard : 0815

Customer PO #:

Total Hours:

1.25

CES Unload: ☐

Gross Weight :	Ending Odometer : 304328
Tare Weight :	Beginning Odometer : 304303
Net Weight :	Total Miles : 25

Driver : Hickman, Robert Tractor # : 281 Tote # :
Signature : Robert Hickman Trailer # : 236 Box # : 2526

Job Comments/Equipment : Box dropped at customer where directed.

White (CES Office)

Yellow (CES Office / Billing)

Pink (CES Office / IFTA)

Golden Rod (Customer)

EPAHO093000346



4904 Griggs Road
Houston, TX 77021
Tel. (713) 676-1460
Fax. (713) 676-1676

Transportation Work Ticket

Folder ID : South Coast Terminals (Wallisville)
Cleanout of stormwater & sump trenches

Date : 6/3/2009 Manifest # : _____

South Coast Terminals (Wallisville)

Client : _____ Ticket : 87009

Phone : 7136722401 Consignee : _____

CES Environmental Services, Inc.

Transporter : _____

Signature Beleda Adam Signature _____

Leave CES Yard : 7:00 AM	Arrive At Destination : _____
Arrive At Customer : 7:30 AM	Begin Unloading : _____
Begin Loading : 8:00 AM	Finish Unloading : _____
Finish Loading : 3:45 PM	Leave Destination : _____
Leave Customer : 4:00 PM	Arrive At CES Yard : 4:30 PM

Customer PO # : _____

Total Hours: _____

9.5

CES Unload: ☐

Gross Weight : _____	Ending Odometer : _____
Tare Weight : _____	Beginning Odometer : 260635
Net Weight : _____	Total Miles : _____

Driver : Soto, Andre Tractor # : 105 Tote # : _____

Signature : Andre Soto Trailer # : _____ Box # : _____

Job Comments/Equipment : _____

White (CES Office)

Yellow (CES Office / Billing)

Pink (CES Office / IFTA)

Golden Rod (Customer)

EPAHO093000347



**CES Environmental
Services, Inc.**

4904 Griggs Road
Houston, TX 77021
Tel. (713) 676-1460
Fax. (713) 676-1676

Transportation Work Ticket

Folder ID : South Coast Terminals (Wallisville)
Cleanout of stormwater & sump trenches

Date : 6/3/2009 Manifest # : _____

South Coast Terminals (Wallisville)

Client : _____ Ticket : 87008

Phone : 7136722401 Consignee : _____

CES Environmental Services, Inc.

Transporter : _____

Signature Belinda Adams Signature _____

Leave CES Yard :	6:30 AM	Arrive At Destination	_____
Arrive At Customer :	7:45 AM	Begin Unloading :	_____
Begin Loading :	8:00 AM	Finish Unloading :	_____
Finish Loading :	3:45 PM	Leave Destination :	_____
Leave Customer :	4:00 PM	Arrive At CES Yard :	4:35 PM

Customer PO # : _____

Total Hours:

10

CES Unload: ☐

Gross Weight :	_____	Ending Odometer :	_____
Tare Weight :	_____	Beginning Odometer :	42860
Net Weight :	_____	Total Miles :	_____

Driver : Hernandez, Joe Tractor # : 117 Tote # : _____

Signature : J Hernandez Trailer # : _____ Box # : _____

Job Comments/Equipment : STARTED TO CLEAN STORM DRAINS # 72
DIRECTED FROM BELINDA PUMPED LIQUID + SLUDGE INTO
BOXES #2524, #2512.

JOSE RAMIREZ

White (CES Office)

Yellow (CES Office / Billing)

Pink (CES Office / IFTA)

Golden Rod (Customer)

EPAHO093000348



4904 Griggs Road
Houston, TX 77021
Tel. (713) 876-1480
Fax. (713) 876-1878

Transportation Work Ticket

Folder ID : South Coast Terminals (Wallisville)
Cleanout of stormwater & sump trenches

Date : 6/4/2009 Manifest # : _____

South Coast Terminals (Wallisville)

Client : _____ Ticket : 87077

Phone : 7136722401 Consignee : _____

CES Environmental Services, Inc.

Transporter : _____

Signature _____ Signature _____

Leave CES Yard :	1:50	Arrive At Destination	3:00
Arrive At Customer :	2:15 PM	Begin Unloading :	_____
Begin Loading :	2:20 PM	Finish Unloading :	_____
Finish Loading :	2:30 PM	Leave Destination :	_____
Leave Customer :	2:30 PM	Arrive At CES Yard :	_____

Customer PO #:

Total Hours:

CES Unload: ☐

Gross Weight : _____

Ending Odometer : 168310

Tare Weight : _____

Beginning Odometer : 168268

Net Weight : _____

Total Miles : 42

Driver : ~~Fernandez, Joaquin~~ A. SOTO Tractor # : 102 108 Tote # : _____

Signature : Andres Soto Trailer # : _____ Box # : VB 2559

Job Comments/Equipment : _____

I Pick UP 1 Box and Dynamic

To used and South Coast

White (CES Office)

Yellow (CES Office / Billing)

Pink (CES Office / IFTA)

Golden Rod (Customer)

EPAHO093000349

DYNAMIC

Rental Systems

1400 South 16th Street
LaPorte, Texas
ph: 281-842-RENT
fax: 281-842-7369
www.dynamicrentalsystems.com

EQUIPMENT RENTAL CONTRACT

50314

EQUIPMENT DESCRIPTION

Vacuum box

Unit Number:

VB0559

64-09

CES Environmental

64-09

PO Number:

Customer

Date Needed

Location Used:

Ordered By

Date

Southcoast

Item Description

Sales Order No.

Number

Unit Cost

Total

Customer 9/10

CES TRUCK #109

Subtotal

Sales Tax, 8.25%

1.50

3.00

Total

Hours exceeding above usage will be billed at an 10% per hour of the daily rental rate. These rates do not include applicable taxes, fuel, transportation, cleaning or disposal charges. Equipment must be returned full of fuel. Fuel replacement charges billed \$5.00 per gallon if not returned full of fuel. Equipment must be returned in a condition to be rented to the next customer. Equipment / accessories not returned or ruined will be charged at listed rates. Equipment returned in a condition that prohibits us from renting to another customer will remain on rent until condition is remedied. Equipment that is returned in a condition that prohibits us from renting to another customer can be remedied by the the rental customer or Dynamic at the published rates included with this document.

I acknowledge that I fully understand the terms and conditions of this agreement. I also understand that all rental equipment issued to me must be returned in a condition that enables DRS to rent to the next customer. Failure to do so will result in additional rental costs.

Andres Soto

Printed Name

Andres Soto

Customer Signature

6-4-09

Date

[Signature]

6-4-09

Date

For Dynamic Rental Systems, LLC

ISSUED ITEMS			CLEANING CHARGES
Item Description	Number	Rate	These rates will be charged if the rental customer wants DRS to return the equipment to "ready to rent" condition:
PIPING, (describe)			Interior \$ 75.00
			Exterior wash \$ 150.00
			Heavy duty cleaning Cost plus 20%
FITTINGS, (describe)			Tank wash and disposal Cost plus 20%
			Hydroblasting Cost plus 20%
			*REGULATORY FORMS
			Lessee must return all DRS / regulatory paperwork at return.
			Failure to do so will result in additional charges shown below:
Trailer Package			DOT Cab Card \$ 25.00
100' of 6" hard pipe			IFTA License \$ 10.00
1 section smooth wall hose			Our Vehicle Insurance Card \$ 5.00
10 band locking rings			Proof of DOT Inspection \$ 25.00
1 - 45 adaptor fitting			Emergency Contact Information \$ 5.00
1 - 90 adaptor fitting			Tank Certification, (if applicable) \$ 10.00
2 vacuum box flanges			Entire Contents of Binder and Binder \$ 100.00
2 tiedowns			***This information is kept in a binder and is in each truck.***
DELIVERY CHARGE			

This rental equipment is accepted in perfect condition except where noted. It is my responsibility to return in the same condition. Only authorized operators may use this equipment. Only properly licensed drivers may drive the vehicle.

Equipment Released to:

Equipment Returned by::

Andres Soto

Print Name

Andres Soto

Signature

Date

Print Name

Signature

Date

[Signature]

Dynamic Rental Systems, LLC

6-4-09

Date

Dynamic Rental Systems, LLC

Date

EPAHO093000350

UNIFORM HAZARDOUS WASTE MANIFEST		1. Generator ID Number TXD056267230	2. Page 1 of 1	3. Emergency Response Phone (713) 672-2401	4. Manifest Tracking Number 005592168 JJK		
5. Generator's Name and Mailing Address South Coast Terminals (Wallisville) 7401 Wallisville Road Houston, TX 77020 Generator's Phone: (713) 672-2401			Generator's Site Address (if different than mailing address) South Coast Terminals (Wallisville) 7401 Wallisville Rd. Houston, TX 77020 (713) 672-2401				
6. Transporter 1 Company Name CES Environmental Services, Inc.			State ID 30900		U.S. EPA ID Number TXD008950461		
7. Transporter 2 Company Name					U.S. EPA ID Number		
8. Designated Facility Name and Site Address CES Environmental Services, Inc. 4904 Griggs Rd. Houston TX, 77021 Facility's Phone: (713) 676-1460			State ID 30900		U.S. EPA ID Number TXD008950461		
GENERATOR	9a. HM	9b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))	10. Containers		11. Total Quantity	12. Unit Wt./Vol.	
			No.	Type			
		Non-RCRA/Non DOT regulated waste sludge (trench sludge)	1	TT	1,500	G	
14. Special Handling Instructions and Additional Information Folder ID : South Coast Terminals (Wallisville) Cleanout of stormwater & sump trenches 1) HOU-1307 2) 3) 4)							
15. GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations. If export shipment and I am the Primary Exporter, I certify that the contents of this consignment conform to the terms of the attached EPA Acknowledgment of Consent. I certify that the waste minimization statement identified in 40 CFR 262.27(a) (if I am a large quantity generator) or (b) (if I am a small quantity generator) is true.							
Generator's/Officer's Printed/Typed Name Belinda Adame			Signature <i>Belinda Adame</i>		Month Day Year 16 4 09		
INT'L	16. International Shipments <input type="checkbox"/> Import to U.S. <input type="checkbox"/> Export from U.S. Port of entry/exit: Date leaving U.S.:						
	Transporter signature (for exports only):						
TRANSPORTER	17. Transporter Acknowledgment of Receipt of Materials						
	Transporter 1 Printed/Typed Name Andres Soto			Signature <i>Andres Soto</i>		Month Day Year 16 04 09	
	Transporter 2 Printed/Typed Name			Signature		Month Day Year	
DESIGNATED FACILITY	18. Discrepancy						
	18a. Discrepancy Indication Space <input type="checkbox"/> Quantity <input type="checkbox"/> Type <input type="checkbox"/> Residue <input type="checkbox"/> Partial Rejection <input type="checkbox"/> Full Rejection						
	Manifest Reference Number:						
	18b. Alternate Facility (or Generator) U.S. EPA ID Number						
	Facility's Phone:						
	18c. Signature of Alternate Facility (or Generator)					Month Day Year	
	19. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)						
	1.	2.	3.	4.			
	20. Designated Facility Owner or Operator: Certification of receipt of hazardous materials covered by the manifest except as noted in Item 18a						
	Printed/Typed Name SAM BROWN			Signature <i>Sam Brown</i>		Month Day Year 16 4 09	

Transportation Work Ticket

Project ID : South Coast Terminals (Wallisville)
Cleanout of stormwater & sump trenches

Date : 6/4/2009 Manifest # : 5592168 JTK
South Coast Terminals (Wallisville)
Client : Ticket : 87010
Phone : 7136722401 CES Environmental Services, Inc.
Consignee :
CES Environmental Services, Inc.

Transporter :

Signature

Belinda Adams

Signature

Leave CES Yard :	7:00 AM	Arrive At Destination	
Arrive At Customer :	7:30 AM	Begin Unloading :	
Begin Loading :	7:50 AM	Finish Unloading :	
Finish Loading :	5:00 PM	Leave Destination :	
Leave Customer :	5:30 PM	Arrive At CES Yard :	6:05 PM

Customer PO #:

Credit Air Machine
1.25 hr
(Cardeliny)

Total Hours:

11

CES Unload:



Gross Weight :
Tare Weight :
Net Weight :

Ending Odometer : 260671
Beginning Odometer : 260655
Total Miles : 16

Driver : Soto, Andre

Tractor # : 105

Tote # :

Signature : *Andres Soto*

Trailer # :

Box # :

Job Comments/Equipment :

Cleanout stormwater sump and Trenches
1 Pressure washer
Hupers J. Ramirez M. Espinal
Boxes to 2565-2559

White (CES Office)

Yellow (CES Office / Billing)

Pink (CES Office / IFTA)

Golden Rod (Customer)

UNIFORM HAZARDOUS WASTE MANIFEST		1. Generator ID Number	2. Page 1 of	3. Emergency Response Phone	4. Manifest Tracking Number	
		TXD056267230	1	(713) 672-2401	005592162 JJK	
5. Generator's Name and Mailing Address South Coast Terminals (Wallisville) 7401 Wallisville Road Houston, TX 77020 Generator's Phone: (713) 672-2401			Generator's Site Address (if different than mailing address) South Coast Terminals (Wallisville) 7401 Wallisville Rd. Houston, TX 77020 (713) 672-2401			
6. Transporter 1 Company Name CES Environmental Services, Inc.			State ID 30900		U.S. EPA ID Number TXD008950461	
7. Transporter 2 Company Name					U.S. EPA ID Number	
8. Designated Facility Name and Site Address CES Environmental Services, Inc. 4904 Griggs Rd. Houston, TX, 77021 Facility's Phone: (713) 676-1460			State ID 30900		U.S. EPA ID Number TXD008950461	
9a. HM	9b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))	10. Containers No. Type		11. Total Quantity	12. Unit Wt./Vol.	13. Waste Codes
	Non-RCRA/Non DOT regulated waste sludge (trench sludge)	1 CM		17	Y	93253191
2.						
3.						
4.						
14. Special Handling Instructions and Additional Information Folder ID: South Coast Terminals (Wallisville) cleanout of stormwater & sump trenches 1) HOU-1307 2) 3) 4) This is to certify that the above-named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation CES Job # - 87064						
15. GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations. If export shipment and I am the Primary Exporter, I certify that the contents of this consignment conform to the terms of the attached EPA Acknowledgment of Consent. I certify that the waste minimization statement identified in 40 CFR 262.27(a) (if I am a large quantity generator) or (b) (if I am a small quantity generator) is true.						
Generator's/Officer's Printed/Typed Name Beirle Adams		Signature Beirle Adams		Month Day Year 6/4/09		
16. International Shipments Transporter signature (for exports only):		<input type="checkbox"/> Import to U.S. <input type="checkbox"/> Export from U.S.		Port of entry/exit: Date leaving U.S.:		
17. Transporter Acknowledgment of Receipt of Materials Transporter 1 Printed/Typed Name Signature Month Day Year Transporter 2 Printed/Typed Name Signature Month Day Year						
18. Discrepancy 18a. Discrepancy Indication Space <input type="checkbox"/> Quantity <input type="checkbox"/> Type <input type="checkbox"/> Residue <input type="checkbox"/> Partial Rejection <input type="checkbox"/> Full Rejection Manifest Reference Number: 18b. Alternate Facility (or Generator) U.S. EPA ID Number Facility's Phone: 18c. Signature of Alternate Facility (or Generator) Month Day Year						
19. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems) 1. H141 2. 3. 4.						
20. Designated Facility Owner or Operator: Certification of receipt of hazardous materials covered by the manifest except as noted in Item 18a Printed/Typed Name Signature Month Day Year SAM BROWN 6/4/09						

SeaBreeze Environmental LF
10310 FM-523
Angleton, TX 77515

096984 CES ENVIRONMENTAL SERVICE
4904 GRIGGS ROAD
HOUSTON TX 77021RTRN

Box 2511

SITE	TICKET	GRID		WEIGHMASTER	
01	001244	NA		Aurelia J	
DATE IN	DATE OUT	TIME IN	TIME OUT	VEHICLE	ROLL OFF
06/08/09	06/08/09	09:23	10:35	NO TARE3	09-0047
REFERENCE		WEIGHT			
03-0047W					

Scale 2 Gross Wt. 48720 LB
Scale 3 Tare Wt. 43740 LB
Net Weight 4980 LB

Inbound - Charge ticket

QTY.	UNIT	DESCRIPTION	RATE	EXTENSION	FEE	TOTAL
2.49	TONS	C1 WET-TON				

136.21

PHONE: (979) 864-4442

SC

Comment: ~~BWSERVICES~~
NOTES: ~~FITZGERALD-DAF SLUDGE-1-WET~~
Manifest: 005592238 JJK

SIGNATURE

[Signature]

NET AMOUNT
TENDERED
CHANGE
CHECK NO.



4904 Griggs Road
Houston, TX 77021
Tel. (713) 876-1460
Fax. (713) 876-1678

Transportation Work Ticket

Folder ID : South Coast Terminals (Wallisville)
cleanout of stormwater & sump trenches

Date : 6/4/2009 Manifest # : 005592462 JJK

South Coast Terminals (Wallisville)

Client : Ticket : 87064

Phone : 7136722401 Consignee : CES Environmental Services, Inc.

Transporter : CES Environmental Services, Inc.

Signature [Signature] Signature _____

Leave CES Yard :	1230	Arrive At Destination	215
Arrive At Customer :	115	Begin Unloading :	215
Begin Loading :	115	Finish Unloading :	315
Finish Loading :	145	Leave Destination :	315
Leave Customer :	145	Arrive At CES Yard :	315

Customer PO #:

Total Hours:

CES Unload: ☐

Gross Weight :	Ending Odometer : 204328
Tare Weight :	Beginning Odometer : 204290
Net Weight :	Total Miles :

Driver : Gonzales, Joe Tractor # : 297 Tote # :

Signature : [Signature] Trailer # : 207 / 251 Box # : 25112

Job Comments/Equipment : LOADED TO YARD

DROPPED ON LINE

White (CES Office)

Yellow (CES Office / Billing)

Pink (CES Office / IFTA)

Golden Rod (Customer)

EPAHO093000355

SeaBreeze Environmental LF
10310 FM-523
Angleton, TX 77515

096984 CES ENVIRONMENTAL SERVICE
4904 GRIGGS ROAD
HOUSTON TX 77021RTRN

*BT
2526*

SITE	TICKET	GRID		WEIGHMASTER	
01	001664	NA		Aurelia J	
DATE IN	DATE OUT	TIME IN	TIME OUT	VEHICLE	ROLL OFF
06/10/09	06/10/09	10:04	11:08	CES-280	09-0047
REFERENCE			ORIGIN		
09-0047T					

Scale 2 Gross Wt. 53220 LB
Scale 3 Tare Wt. 42840 LB
Net Weight 10380 LB

Inbound - Charge ticket

QTY.	UNIT	DESCRIPTION	RATE	EXTENSION	FEE	TOTAL
5.19	TONS	C1 WET-TON				

SL

283.92

PHONE: (979) 864-4442

Comment: CES
NOTES: CES/C1-NON HAZ LIQUIDS OR WET
Manifest: 005592335JJK

SIGNATURE

Paybol

NET AMOUNT
TENDERED
CHANGE
CHECK NO.

EPAHO093000357



**CES Environmental
Services, Inc.**

4804 Griggs Road
Houston, TX 77021
Tel. (713) 876-1460
Fax. (713) 876-1876

Transportation Work Ticket

Folder ID : South Coast Terminals (Wallisville)
cleanout of stormwater & sump trenches

Date : 6/4/2009

Manifest # :

005592163 JWK

South Coast Terminals (Wallisville)

Client :

Ticket :

87063

Phone : 7136722401

CES Environmental Services, Inc.

Consignee :

CES Environmental Services, Inc.

Transporter :

Signature

Belinda Adams

Signature

Leave CES Yard : 345
Arrive At Customer : 415
Begin Loading : 415
Finish Loading : 500
Leave Customer : 500

Arrive At Destination : 530
Begin Unloading : 530
Finish Unloading : 600
Leave Destination : 600
Arrive At CES Yard : 600

Customer PO #:

Total Hours:

CES Unload: ☐

Gross Weight :
Tare Weight :
Net Weight :

Ending Odometer :
Beginning Odometer : 204328
Total Miles :

Driver : Gonzalez, Joe

Tractor # : 297

Tote # :

Signature :

Trailer # : 207

Box # : VB 2526

Job Comments/Equipment :

LOADED TO YARD DROPPED ON LINE

White (CES Office)

Yellow (CES Office / Billing)

Pink (CES Office / IFTA)

Golden Rod (Customer)

EPAHO093000358

Box # 2359

Please print or type. (Form designed for use on elite (12-pitch) typewriter.)

Form Approved. OMB No. 2050-0039

UNIFORM HAZARDOUS WASTE MANIFEST		1. Generator ID Number TXD056267230	2. Page 1 of 1	3. Emergency Response Phone (713) 672-2401	4. Manifest Tracking Number 005592209 JJK	
5. Generator's Name and Mailing Address South Coast Terminals (Wallerville) 7401 Wallerville Road Houston, TX 77020		State ID: 31413	Generator's Site Address (if different than mailing address) South Coast Terminals (Wallerville) 7401 Wallerville Rd Houston, TX 77020			
Generator's Phone: (713) 672-2401		Generator's Site Phone: (713) 672-2401				
6. Transporter 1 Company Name CES Environmental Services, Inc.		State ID: 30900	U.S. EPA ID Number TXD008950461			
7. Transporter 2 Company Name		U.S. EPA ID Number				
8. Designated Facility Name and Site Address CES Environmental Services, Inc. 4904 Griggs Rd. Houston, TX, 77021		State ID: 30900	U.S. EPA ID Number TXD008950461			
Facility's Phone: (713) 676-1460						
9a. HM	9b. U.S. DOT Description (Including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))	10. Containers		11. Total Quantity	12. Unit Wt./Vol.	13. Waste Codes
	Non-HCR/Non-DOT regulated waste sludge (trench sludge)	No.	Type			
		1	CM	25	Y	93258151
2.						
3.						
4.						
14. Special Handling Instructions and Additional Information: House to South Coast Terminals (Wallerville); cleanup of stormwater & sump trenches						
This is to certify that the above-named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation. CES Job # - 87215						
15. GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations. If export shipment and I am the Primary Exporter, I certify that the contents of this consignment conform to the terms of the attached EPA Acknowledgment of Consent. I certify that the waste minimization statement identified in 40 CFR 262.27(a) (if I am a large quantity generator) or (b) (if I am a small quantity generator) is true.						
Generator's/Officer's Printed/Typed Name Belinda Adams		Signature <i>Belinda Adams</i>			Month 6	Day 5
16. International Shipments <input type="checkbox"/> Import to U.S. Transporter signature (for exports only):		<input type="checkbox"/> Export from U.S.		Port of entry/exit: Date leaving U.S.:		
17. Transporter Acknowledgment of Receipt of Materials						
Transporter 1 Printed/Typed Name Bobby Rodriguez		Signature <i>Bobby Rodriguez</i>			Month 6	Day 05
Transporter 2 Printed/Typed Name		Signature			Month	Day
18. Discrepancy						
18a. Discrepancy Indication Space <input type="checkbox"/> Quantity <input type="checkbox"/> Type <input type="checkbox"/> Residue <input type="checkbox"/> Partial Rejection <input type="checkbox"/> Full Rejection						
Manifest Reference Number:						
18b. Alternate Facility (or Generator) U.S. EPA ID Number						
Facility's Phone:						
18c. Signature of Alternate Facility (or Generator) Month Day Year						
19. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)						
1. H141	2.	3.	4.			
20. Designated Facility Owner or Operator: Certification of receipt of hazardous materials covered by the manifest except as noted in Item 18a						
Printed/Typed Name Al Longoria		Signature <i>Al Longoria</i>			Month 6	Day 5

EPA Form 8700-22 (Rev. 3-05) Previous editions are obsolete.

TRANSPORTER'S COPY

EPAHQ093000359



**CES Environmental
Services, Inc.**

4904 Griggs Road
Houston, TX 77021
Tel. (713) 676-1460
Fax. (713) 676-1676

Transportation Work Ticket

Folder ID : South Coast Terminals (Wallisville)
cleanout of stormwater & sump trenches

Date : 6/5/2009 Manifest # : 005592209
South Coast Terminals (Wallisville)
Client : Ticket : 87216
Phone : 7136722401 Consignee : CES Environmental Services, Inc.
CES Environmental Services, Inc.

Transporter :

Signature

Brida Adams

Signature

Leave CES Yard :	12:00	Arrive At Destination	
Arrive At Customer :	12:30	Begin Unloading :	
Begin Loading :	12:35	Finish Unloading :	
Finish Loading :	01:00	Leave Destination :	
Leave Customer :	1:15	Arrive At CES Yard :	1:40

Customer PO #:

Total Hours:

1 hr 40 mins

CES Unload: ☐

Gross Weight :		Ending Odometer :	116403
Tare Weight :		Beginning Odometer :	116374
Net Weight :		Total Miles :	29

Driver : Rodriguez, Bobby Tractor # : 2000 Tote # :

Signature : *[Signature]* Trailer # : 251 Box # :

Job Comments/Equipment : P/O box # 2559 Dynamic vac box
at Southcoast on Wallisville, containing sludge haul
to CES yard.

White (CES Office)

Yellow (CES Office / Billing)

Pink (CES Office / IFTA)

Golden Rod (Customer)

EPAHO093000360



JOB INFORMATION PROFILE

Folder ID :	South Coast Terminals (Wallisville) cleanout of stormwater & sump trenches
-------------	---

Customer : South Coast Terminals (Wallisville)

Driver : Rodriguez, Bobby

Address : 7401 Wallisville Rd.

Helper :

City,State,Zip : Houston TX , 77020

Date : 6/5/2009

Time : 3rd

CES Contact : () -

Truck # 2000

Trailer # 251



JOB INFORMATION PROFILE

Folder ID :	South Coast Terminals (Wallisville) cleanout of stormwater & sump trenches
-------------	---

Customer : South Coast Terminals (Wallisville)

Driver : Rodriguez, Bobby

Address : 7401 Wallisville Rd.

Helper :

City,State,Zip : Houston TX , 77020

Date : 6/5/2009

Time : 3rd

CES Contact : () -

Truck # 2000

Trailer # 251

Job Description :

SITE CONTACT: Belinda 281-705-3512

Pick up box from the Cleaning of Storm Water & Sump Trenches

Bring box back to CES yard & get w/dispatch for more paperwork

SITE CONTACT: Belinda 281-705-3512

Pick up box from the Cleaning of Storm Water & Sump Trenches

Bring box back to CES yard & get w/dispatch for more paperwork

*Joe Carrillo needs
to ride with you -
has to drive 108 to
CES from South Coast*

ID #: 87216

CUSTOMER INFORMATION

OPERATION HOURS:

SHIPPING/RECEIVING CONTACT:

AFTER HOURS CONTACT:

Open :	
Close:	

Name:	
Number:	

Name:	
Number:	

RECEIVING INFORMATION

OPERATION HOURS:

SHIPPING/RECEIVING CONTACT:

AFTER HOURS CONTACT:

Open :	
Close:	

Name:	
Number:	

Name:	
Number:	

PURCHASE ORDER NUMBER REQUIRED:

☐ YES ☐ NO

IF YES, P.O. #:

--

EPAHO093000361

VB-2565

UNIFORM HAZARDOUS WASTE MANIFEST		1. Generator ID Number TXD056267230	2. Page 1 of 1	3. Emergency Response Phone (713) 672-2401	4. Manifest Tracking Number 005592245 JJK
5. Generator's Name and Mailing Address South Coast Terminals (Wallerville) 7401 Wallisville Road Houston, TX 77020		State ID: 31413	Generator's Site Address (if different than mailing address) South Coast Terminals (Wallerville) 7401 Wallisville Rd. Houston, TX 77020		
Generator's Phone: (713) 672-2401		Generator's Phone: (713) 672-2401			
6. Transporter 1 Company Name CE Environmental Services, Inc.		State ID 30900	U.S. EPA ID Number TXD008950461		
7. Transporter 2 Company Name		U.S. EPA ID Number			
8. Designated Facility Name and Site Address CE Environmental Services, Inc. 4904 Griggs Rd Houston TX, 77021		State ID 30900	U.S. EPA ID Number TXD008950461		
Facility's Phone: (713) 676-1460					
9a. HM	9b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))	10. Containers No.	Type	11. Total Quantity	12. Unit Wt./Vol.
	1. Non-HCRA/Non DOT regulated waste sludge (trench sludge)	1	CM	17	
	2.				
	3.				
	4.				
14. Special Handling Instructions and Additional Information Note: 10 - South Coast Terminals (Wallerville) cleanup of stormwater & sump trenches 1) HOU-1307 2) 3) 4)					
15. GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations. If export shipment and I am the Primary Exporter, I certify that the contents of this consignment conform to the terms of the attached EPA Acknowledgment of Consent. I certify that the waste minimization statement identified in 40 CFR 262.27(a) (if I am a large quantity generator) or (b) (if I am a small quantity generator) is true.					
Generator's/Offor's Printed/Typed Name Belinda Adams					
Signature <i>[Signature]</i>					
Month Day Year 6 8 07					
16. International Shipments <input type="checkbox"/> Import to U.S. <input type="checkbox"/> Export from U.S. Port of entry/exit: Date leaving U.S.:					
Transporter signature (for exports only):					
17. Transporter Acknowledgment of Receipt of Materials					
Transporter 1 Printed/Typed Name JOE A GONZALES					
Signature <i>[Signature]</i>					
Month Day Year 6 8 07					
Transporter 2 Printed/Typed Name					
Signature					
Month Day Year					
18. Discrepancy					
18a. Discrepancy Indication Space <input type="checkbox"/> Quantity <input type="checkbox"/> Type <input type="checkbox"/> Residue <input type="checkbox"/> Partial Rejection <input type="checkbox"/> Full Rejection					
Manifest Reference Number:					
18b. Alternate Facility (or Generator) U.S. EPA ID Number					
Facility's Phone:					
18c. Signature of Alternate Facility (or Generator) Month Day Year					
19. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)					
1. H141		2.		3.	
				4.	
20. Designated Facility Owner or Operator: Certification of receipt of hazardous materials covered by the manifest except as noted in item 18a					
Printed/Typed Name Al Longoria					
Signature <i>[Signature]</i>					
Month Day Year 6 8 07					



**CES Environmental
Services, Inc.**

4904 Griggs Road
Houston, TX 77021
Tel. (713) 676-1460
Fax. (713) 676-1676

Transportation Work Ticket

Folder ID : South Coast Terminals (Wallisville)
cleanout of stormwater & sump trenches

Date : 6/3/2009

Manifest # : 005592245 JJK

South Coast Terminals (Wallisville)

Client :

Ticket : 87217

Phone : 7136722401

CES Environmental Services, Inc.

Consignee :

CES Environmental Services, Inc.

Transporter :

Signature

[Signature]

Signature

Leave CES Yard : 215
Arrive At Customer : 245
Begin Loading : 245
Finish Loading : 320
Leave Customer : 320

Arrive At Destination : 350
Begin Unloading : 380
Finish Unloading : 430
Leave Destination : 430
Arrive At CES Yard : 430

Customer PO #:

Total Hours:

CES Unload: ☐

Gross Weight :
Tare Weight :
Net Weight :

Ending Odometer : 204761
Beginning Odometer : 204747
Total Miles :

Driver : Gonzales, Joe

Tractor # : 297

Tote # :

Signature :

Trailer # : 207

Box # : VB-2565

Job Comments/Equipment :

Free Trip Tractor Paper Work

White (CES Office)

Yellow (CES Office / Billing)

Pink (CES Office / IFTA)

Golden Rod (Customer)

EPAHO093000363

CES Environmental Services

Container / Tank Cleaning Division
4904 Griggs Rd. • Houston, TX 77021
Phone: (713) 676-1460 • Fax: (713) 676-1676

TANK WASH WORK ORDER

PO # 87010 Customer: CES Date: 6-4-09
Tractor 104 Address: 26016 Time: 11:00 AM
Trailer / Container Number _____ Dropped By: _____ Need By: _____

CONTAINER TYPE: ☐ TOTE BIN ☐ ROLL DOOR BOX ☐ ISO CONTAINER ☐ DRY BULK
☐ TANK TRAILER ☐ ROLL TARP BOX ☐ VACUUM BOX ☐ FRAC TANK ☐ POLY TANK ☒ VACUUM TRUCK

Compartment #	Last Contained	Heel - Hazardous	Heel - Non-Haz	Drum / Rolloff
1	<u>oil & water</u>			
2				
3				
4				
5				

CLEANING CODES	WORK PERFORMED	TANK ENTRY PERMIT
1 Air Dry		Oxygen (19.5% -23.5%) #1 <u>1</u> #2 <u>1</u> #3 <u>1</u> #4 <u>1</u> #5 <u>1</u>
2 Quick Rinse		LEL (<10%) #1 <u>1</u> #2 <u>1</u> #3 <u>1</u> #4 <u>1</u> #5 <u>1</u>
3 Cold Water Rinse		CO ₂ (<35 ppm) #1 <u>1</u> #2 <u>1</u> #3 <u>1</u> #4 <u>1</u> #5 <u>1</u>
4 Hot Water Rinse		Toxic Vapor #1 <u>1</u> #2 <u>1</u> #3 <u>1</u> #4 <u>1</u> #5 <u>1</u>
5 Steam Only (Per Hour)		Signature: _____
6 Steam & Dry		Stripper Usage: _____
7 Rinse, Steam & Dry		Comments: _____
8 Detergent Wash, Rinse & Dry		
9 Caustic Wash & Dry		
10 Caustic Wash, Rinse & Dry		
11 Waste Water Surcharge		
12 Solvent Wash (Diesel # Hours)		
13 Solvent Wash (Stripper)		
14 Exterior Tractor Wash		
15 Exterior Trailer Wash (w/o Internal)		
16 Exterior Trailer Wash (with Internal)		
17 Exterior Acid Brite Wash		Authorized Additional Services: _____
18 Hand Labor (# Men / # Hours)		
19 Hydroblaster (# Hours)		
20 Solvent Wash (Green Stripper)		
21 Passivation		
Hose Cleaning		
Pump Cleaning		

Cleaned By: C.P. Date: 6-4-09

Inspected By: _____ Date: _____

CES Environmental Services, Inc., Cleaning Division, makes no guarantees with respect to the thoroughness of the tank washing procedure or the total elimination of interior residues and/or moisture. Final inspection of the equipment remains the responsibility of the customer, and they hereby release CES Environmental Services, Inc., Cleaning Division, from any responsibility for claims arising from any allegations that the equipment was improperly cleaned, resulting in damage or loss.

CES Environmental Services, Inc., Cleaning Division, is in no manner responsible for any damages or losses of equipment and/or materials left in their yard.

Print Name: _____ Date: _____

Signature: _____

EPAHO093000364

CES Environmental Services

Container / Tank Cleaning Division
 4904 Griggs Rd. • Houston, TX 77021
 Phone: (713) 676-1460 • Fax: (713) 676-1676

TANK WASH WORK ORDER

24421

SOLIDWASH

PO #	Customer: <i>CES</i>	Date: <i>6-8-09</i>
Tractor <i>VB 2565</i>	Address:	Time:
Trailer / Container Number	Dropped By: <i>J Gonzalez</i>	Need By:

CONTAINER TYPE: ☐ TOTE BIN ☐ ROLL DOOR BOX ☐ ISO CONTAINER ☐ DRY BULK
☐ TANK TRAILER ☐ ROLL TARP BOX ☒ VACUUM BOX ☐ FRAC TANK ☐ POLY TANK ☐ VACUUM TRUCK

Compartment #	Last Contained	Heel - Hazardous	Heel - Non-Haz	Drum / Rolloff
1	<i>W/H Solids</i>			
2				
3				
4				
5				

CLEANING CODES	WORK PERFORMED	TANK ENTRY PERMIT
1 Air Dry		Oxygen (19.5% -23.5%) #1 _____ #2 _____ #3 _____ #4 _____ #5 _____
2 Quick Rinse		LEL (<10%) #1 _____ #2 _____ #3 _____ #4 _____ #5 _____
3 Cold Water Rinse		CO ₂ (<35 ppm) #1 _____ #2 _____ #3 _____ #4 _____ #5 _____
4 Hot Water Rinse		Toxic Vapor #1 _____ #2 _____ #3 _____ #4 _____ #5 _____
5 Steam Only (Per Hour)		Signature: _____
6 Steam & Dry		Stripper Usage: _____
7 Rinse, Steam & Dry		Comments: _____ _____ _____ _____ _____ _____ _____ _____ _____ _____
8 Detergent Wash, Rinse & Dry	<i>/</i>	
9 Caustic Wash & Dry		
10 Caustic Wash, Rinse & Dry		
11 Waste Water Surcharge	<i>/</i>	
12 Solvent Wash (Diesel # Hours)		
13 Solvent Wash (Stripper)		
14 Exterior Tractor Wash		
15 Exterior Trailer Wash (w/o Internal)	<i>***</i>	
16 Exterior Trailer Wash (with Internal)	<i>/</i>	
17 Exterior Acid Brite Wash		Authorized Additional Services: _____
18 Hand Labor (# Men / # Hours)		
19 Hydroblaster (# Hours)		
20 Solvent Wash (Green Stripper)		
21 Passivation		
Hose Cleaning		
Pump Cleaning		

CES Environmental Services, Inc., Cleaning Division, makes no guarantees with respect to the thoroughness of the tank washing procedure or the total elimination of interior residues and/or moisture. Final inspection of the equipment remains the responsibility of the customer, and they hereby release CES Environmental Services, Inc., Cleaning Division, from any responsibility for claims arising from any allegations that the equipment was improperly cleaned, resulting in damage or loss.

CES Environmental Services, Inc., Cleaning Division, is in no manner responsible for any damages or losses of equipment and/or materials left in their yard.

Cleaned By: *CP* Date *6-10-09*

Inspected By: _____ Date _____

Print Name: _____ Date _____

Signature: _____

EPAHO093000365

CES Environmental Services

Container / Tank Cleaning Division
4904 Griggs Rd. • Houston, TX 77021
Phone: (713) 676-1460 • Fax: (713) 676-1676

Southcoast

TANK WASH WORK ORDER

26106

PO # <i>87219</i>	Customer: <i>CES</i>	Date: <i>6/8/29</i>
Tractor <i>290</i>	Address:	Time: <i>11:56</i>
Trailer / Container Number <i>25112</i>	Dropped By: <i>Mr. Matt</i>	Need By:

CONTAINER TYPE: ☐ TOTE BIN ☐ ROLL DOOR BOX ☐ ISO CONTAINER ☐ DRY BULK
☐ TANK TRAILER ☐ ROLL TARP BOX ☐ VACUUM BOX ☐ FRAC TANK ☐ POLY TANK ☐ VACUUM TRUCK

Compartment #	Last Contained	Heel - Hazardous	Heel - Non-Haz	Drum / Rolloff
1	<i>w/H solids</i>		<i>110 gals</i>	
2				
3				
4				
5				

CLEANING CODES	WORK PERFORMED	TANK ENTRY PERMIT
1 Air Dry		Oxygen (19.5% -23.5%) #1 <i>100%</i> #2 #3 #4 #5
2 Quick Rinse		LEL (<10%) #1 <i>0</i> #2 #3 #4 #5
3 Cold Water Rinse		CO ₂ (<35 ppm) #1 <i>0</i> #2 #3 #4 #5
4 Hot Water Rinse		Toxic Vapor #1 <i>0</i> #2 #3 #4 #5
5 Steam Only (Per Hour)		Signature: <i>[Signature]</i>
6 Steam & Dry		Stripper Usage:
7 Rinse, Steam & Dry		Comments:
8 Detergent Wash, Rinse & Dry		
9 Caustic Wash & Dry		
10 Caustic Wash, Rinse & Dry		
11 Waste Water Surcharge		
12 Solvent Wash (Diesel # Hours)		
13 Solvent Wash (Stripper)		
14 Exterior Tractor Wash		
15 Exterior Trailer Wash (w/o Internal)		
16 Exterior Trailer Wash (with Internal)		
17 Exterior Acid Brite Wash		
18 Hand Labor (# Men / # Hours)	<i>2 men 1.5 hrs</i>	
19 Hydroblaster (# Hours)		
20 Solvent Wash (Green Stripper)		
21 Passivation		
Hose Cleaning		
Pump Cleaning		

CES Environmental Services, Inc., Cleaning Division, makes no guarantees with respect to the thoroughness of the tank washing procedure or the total elimination of interior residues and/or moisture. Final inspection of the equipment remains the responsibility of the customer, and they hereby release CES Environmental Services, Inc., Cleaning Division, from any responsibility for claims arising from any allegations that the equipment was improperly cleaned, resulting in damage or loss.

CES Environmental Services, Inc., Cleaning Division, is in no manner responsible for any damages or losses of equipment and/or materials left in their yard.

Cleaned By: *C.P.* Date *6-10-09*

Inspected By: _____ Date _____

Print Name: _____ Date _____

Signature: _____

EPAHO093000366



JOB INFORMATION PROFILE

Folder ID : Class I Sludge [TSDf]

Customer : CES Environmental Services, Inc. (TSDf)

Driver : Taylor, Matthew

Address : 4904 Griggs Road

Helper :

City,State,Zip : Houston TX , 77021

Date : 6/8/2009

Time : 2nd

CES Contact : () -

Truck # 280

Trailer # 253

Job Description :

1.haul box #25112 Class I sludge from CES to Waste connections " Republic"

2. Return to ces tankwash and CHECK IN

***BOX NEEDS TO BE RETURNED TO DYNAMIC ASAP- tell James Pharms this is MORGAN'S box

Thanks!!

ID #: 87219

CUSTOMER INFORMATION

OPERATION HOURS:

Open :	07:00 AM
Close:	05:00 PM

SHIPPING/RECEIVING CONTACT:

Name:	CES
Number:	(713) 676-1460

AFTER HOURS CONTACT:

Name:	CES
Number:	(713) 676-1460

RECEIVING INFORMATION

OPERATION HOURS:

Open :	07:00 AM
Close:	05:30 PM

SHIPPING/RECEIVING CONTACT:

Name:	Republic
Number:	(866) 669-7834

AFTER HOURS CONTACT:

Name:	Republic
Number:	(866) 669-7834

PURCHASE ORDER NUMBER REQUIRED:

☐ YES ☐ NO

IF YES, P.O. #:

PPE REQUIRED:

☒ YES ☐ NO

IF YES, WHAT?

Hard Hat, Safety Glasses

HACSC REQUIRED:

☐ YES ☒ NO

IF YES, WHAT?

CAN CUSTOMER LOAD US:

☐ YES ☐ NO

WASHOUT ANTICIPATED:

☐ YES ☒ NO

ROPPER PUMP:

☐ YES ☐ NO

BOX LINER REQUIRED

☐ YES ☒ NO

LOADING/UNLOADING

TRAILER TYPE:

☐ REAR ☐ BELLY
☐ DOES NOT MATTER

BOX NUMBER:

CES OWNS BOX:

☐ YES ☐ NO

CUSTOMER OWNS BOX:

☐ YES ☐ NO

CES RENTED BOX:

☐ YES ☐ NO

CUSTOMER RENTED BOX:

☐ YES ☐ NO

AMOUNT OF HOSE NEEDED:

n/a

DRUM DOLLY NEEDED:

☐ YES ☐ NO

SIZE:

n/a

PALLET JACK NEEDED:

☐ YES ☐ NO

EPAHO093000367

CES Environmental Services

Container / Tank Cleaning Division

4904 Griggs Rd. • Houston, TX 77021

Phone: (713) 676-1460 • Fax: (713) 676-1676

*South Coast***TANK WASH WORK ORDER**

26136

PO # 87221	Customer: CES	Date: 6/9/09
Tractor 297	Address:	Time:
Trailer / Container Number NB 2559	Dropped By: <i>[Signature]</i>	Need By:

CONTAINER TYPE: ☐ TOTE BIN ☐ ROLL DOOR BOX ☐ ISO CONTAINER ☐ DRY BULK
☐ TANK TRAILER ☐ ROLL TARP BOX ☒ VACUUM BOX ☐ FRAC TANK ☐ POLY TANK ☐ VACUUM TRUCK

Compartment #	Last Contained	Heel - Hazardous	Heel - Non-Haz	Drum / Rolloff
1	NON HAZ WASTE SLUDGE			
2				
3				
4				
5				

CLEANING CODES	WORK PERFORMED	TANK ENTRY PERMIT
1 Air Dry		Oxygen (19.5% -23.5%) #1 21.0 #2 _____ #3 _____ #4 _____ #5 _____
2 Quick Rinse		LEL (<10%) #1 0 #2 _____ #3 _____ #4 _____ #5 _____
3 Cold Water Rinse		CO ² (<35 ppm) #1 0 #2 _____ #3 _____ #4 _____ #5 _____
4 Hot Water Rinse		Toxic Vapor #1 0 #2 _____ #3 _____ #4 _____ #5 _____
5 Steam Only (Per Hour)		Signature: JL
6 Steam & Dry		Stripper Usage:
7 Rinse, Steam & Dry		Comments:
8 Detergent Wash, Rinse & Dry		
9 Caustic Wash & Dry		
10 Caustic Wash, Rinse & Dry		
11 Waste Water Surcharge		
12 Solvent Wash (Diesel # Hours)		
13 Solvent Wash (Stripper)		
14 Exterior Tractor Wash		
15 Exterior Trailer Wash (w/o Internal)		
16 Exterior Trailer Wash (with Internal)		
17 Exterior Acid Brite Wash		Authorized Additional Services:
18 Hand Labor (# Men / # Hours)		
19 Hydroblaster (# Hours)		
20 Solvent Wash (Green Stripper)		
21 Passivation		
Hose Cleaning		
Pump Cleaning		

CES Environmental Services, Inc., Cleaning Division, makes no guarantees with respect to the thoroughness of the tank washing procedure or the total elimination of interior residues and/or moisture. Final inspection of the equipment remains the responsibility of the customer, and they hereby release CES Environmental Services, Inc., Cleaning Division, from any responsibility for claims arising from any allegations that the equipment was improperly cleaned, resulting in damage or loss.

CES Environmental Services, Inc., Cleaning Division, is in no manner responsible for any damages or losses of equipment and/or materials left in their yard.

Cleaned By: **JL** Date: **6-9-9**

Inspected By: _____ Date: _____

Print Name: _____ Date: _____

Signature: _____

EPAHO093000368

JRM HAZARDOUS WASTE MANIFEST		1. Generator ID Number TXD008950461		2. Page 1 of	3. Emergency Response Phone (713) 676-1460	4. Manifest Tracking Number 005592268 JJK									
5. Generator's Name and Mailing Address CES Environmental Services, Inc. (TSDP) 4904 Griggs Road Houston, TX 77021 Generator's Phone: (713) 676-1460				Generator's Site Address (if different than mailing address) CES Environmental Services, Inc. (TSDP) 4904 Griggs Road Houston, TX 77021											
6. Transporter 1 Company Name CES Environmental Services, Inc.				State ID 30000		U.S. EPA ID Number TXD008950461									
7. Transporter 2 Company Name						U.S. EPA ID Number									
8. Designated Facility Name and Site Address Waste Connections, Inc. 10310 FM 1523 Angleton TX, 77515 Facility's Phone: (866) 665-7834				State ID 41510		U.S. EPA ID Number N/A									
GENERATOR	9a. HM	9b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))			10. Containers No. Type		11. Total Quantity	12. Unit Wt./Vol.	13. Waste Codes						
		1. Non-RCRA Non-DOT regulated waste sludge			1 55		17		30000						
		2.													
		3.													
		4.													
14. Special Handling Instructions and Additional Information Folder ID: Class 1 Sludge (TSDP) This is to certify that this waste is not a hazardous material, is properly packaged, marked and labeled, and is in proper condition for transport. I am the Primary Exporter, I certify that the contents of this consignment conform to the terms of the attached EPA Acknowledgment of Consent. I certify that the waste minimization statement identified in 40 CFR 262.27(a) (if I am a large quantity generator) or (b) (if I am a small quantity generator) is true.															
15. GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations. If export shipment and I am the Primary Exporter, I certify that the contents of this consignment conform to the terms of the attached EPA Acknowledgment of Consent. I certify that the waste minimization statement identified in 40 CFR 262.27(a) (if I am a large quantity generator) or (b) (if I am a small quantity generator) is true.															
Generator's/Offor's Printed/Typed Name X SAUL BROWN															
Signature X															
Month Day Year 6 1 14															
INT'L	16. International Shipments <input type="checkbox"/> Import to U.S. <input type="checkbox"/> Export from U.S. Port of entry/exit: _____ Date leaving U.S.: _____														
	Transporter signature (for exports only): _____														
TRANSPORTER	17. Transporter Acknowledgment of Receipt of Materials														
	Transporter 1 Printed/Typed Name X					Signature X					Month Day Year 6 1 14				
	Transporter 2 Printed/Typed Name					Signature					Month Day Year				
DESIGNATED FACILITY	18. Discrepancy														
	18a. Discrepancy Indication Space <input type="checkbox"/> Quantity <input type="checkbox"/> Type <input type="checkbox"/> Residue <input type="checkbox"/> Partial Rejection <input type="checkbox"/> Full Rejection														
	Manifest Reference Number: _____														
	18b. Alternate Facility (or Generator) U.S. EPA ID Number														
	Facility's Phone: _____														
18c. Signature of Alternate Facility (or Generator) Month Day Year															
19. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)															
1. H132 2. 3. 4.															
20. Designated Facility Owner or Operator: Certification of receipt of hazardous materials covered by the manifest except as noted in Item 18a															
Printed/Typed Name Michael H. Hoot					Signature Michael H. Hoot					Month Day Year 6 1 14					

CES Environmental Services

Container / Tank Cleaning Division
4904 Griggs Rd. • Houston, TX 77021
Phone: (713) 676-1460 • Fax: (713) 676-1676

Southcoast

TANK WASH WORK ORDER

26075

PO # <i>87218</i>	Customer: <i>LES</i>	Date: <i>6/10/09</i>
Tractor <i>280</i>	Address: <i>Morgan's</i>	Time:
Trailer / Container Number <i>2526</i>	Dropped By: <i>CP</i>	Need By:

CONTAINER TYPE: ☐ TOTE BIN ☐ ROLL DOOR BOX ☐ ISO CONTAINER ☐ DRY BULK
☐ TANK TRAILER ☐ ROLL TARP BOX ☒ VACUUM BOX ☐ FRAC TANK ☐ POLY TANK ☐ VACUUM TRUCK

Compartment #	Last Contained	Heel - Hazardous	Heel - Non-Haz	Drum / Rolloff
1	<i>Sudge</i>			
2				
3				
4				
5				

CLEANING CODES	WORK PERFORMED	TANK ENTRY PERMIT
1 Air Dry		Oxygen (19.5% -23.5%) #1 <i>20.0</i> #2 _____ #3 _____ #4 _____ #5 _____
2 Quick Rinse		LEL (<10%) #1 <i>0</i> #2 _____ #3 _____ #4 _____ #5 _____
3 Cold Water Rinse		CO ² (<35 ppm) #1 <i>0</i> #2 _____ #3 _____ #4 _____ #5 _____
4 Hot Water Rinse		Toxic Vapor #1 <i>0</i> #2 _____ #3 _____ #4 _____ #5 _____
5 Steam Only (Per Hour)		Signature: <i>CP</i>
6 Steam & Dry		Stripper Usage:
7 Rinse, Steam & Dry		Comments:
8 Detergent Wash, Rinse & Dry		
9 Caustic Wash & Dry		
10 Caustic Wash, Rinse & Dry		
11 Waste Water Surcharge		
12 Solvent Wash (Diesel # Hours)		
13 Solvent Wash (Stripper)		
14 Exterior Tractor Wash		
15 Exterior Trailer Wash (w/o Internal)		
16 Exterior Trailer Wash (with Internal)		
17 Exterior Acid Brite Wash		Authorized Additional Services:
18 Hand Labor (# Men / # Hours)		
19 Hydroblaster (# Hours)		
20 Solvent Wash (Green Stripper)		
21 Passivation		
Hose Cleaning		
Pump Cleaning		

CES Environmental Services, Inc., Cleaning Division, makes no guarantees with respect to the thoroughness of the tank washing procedure or the total elimination of interior residues and/or moisture. Final inspection of the equipment remains the responsibility of the customer, and they hereby release CES Environmental Services, Inc., Cleaning Division, from any responsibility for claims arising from any allegations that the equipment was improperly cleaned, resulting in damage or loss.

CES Environmental Services, Inc., Cleaning Division, is in no manner responsible for any damages or losses of equipment and/or materials left in their yard.

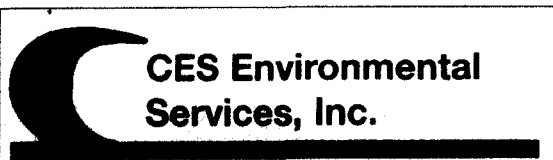
Cleaned By: *CP* Date *6-11-09*

Inspected By: _____ Date _____

Print Name: _____ Date _____

Signature: _____

EPAHO093000370



JOB INFORMATION PROFILE

Folder ID :	Class I Sludge [TSDF]
-------------	-----------------------

Customer : CES Environmental Services, Inc. (TSDF)

Driver : Taylor, Matthew

Address : 4904 Griggs Road

Helper :

City,State,Zip : Houston TX , 77021

Date : 6/10/2009

Time : 0600

CES Contact : () -

Truck # 280

Trailer # 253

Job Description :

1. haul box #25 ²⁵²⁶ Class I sludge from CES to Waste connections " Republic"

2. Return to ces tankwash and CHECK IN

***BOX NEEDS TO BE RETURNED TO DYNAMIC ASAP- tell James Pharms this is MORGAN'S box

Thanks!!

ID #: 7218

CUSTOMER INFORMATION

OPERATION HOURS:

Open :	07:00 AM
Close:	05:00 PM

SHIPPING/RECEIVING CONTACT:

Name:	CES
Number:	(713) 676-1460

AFTER HOURS CONTACT:

Name:	CES
Number:	(713) 676-1460

RECEIVING INFORMATION

OPERATION HOURS:

Open :	07:00 AM
Close:	05:30 PM

SHIPPING/RECEIVING CONTACT:

Name:	Republic
Number:	(866) 669-7834

AFTER HOURS CONTACT:

Name:	Republic
Number:	(866) 669-7834

PURCHASE ORDER NUMBER REQUIRED:

☐ YES ☐ NO

IF YES, P.O. #:

PPE REQUIRED:

☒ YES ☐ NO

IF YES, WHAT?

Hard Hat, Safety Glasses

HACSC REQUIRED:

☐ YES ☒ NO

IF YES, WHAT?

CAN CUSTOMER LOAD US:

☐ YES ☐ NO

WASHOUT ANTICIPATED:

☐ YES ☒ NO

ROPPER PUMP:

☐ YES ☐ NO

BOX LINER REQUIRED

☐ YES ☒ NO

LOADING/UNLOADING TRAILER TYPE:

☐ REAR ☐ BELLY
☐ DOES NOT MATTER

BOX NUMBER:

CES OWNS BOX:

☐ YES ☐ NO

CUSTOMER OWNS BOX:

☐ YES ☐ NO

CES RENTED BOX:

☐ YES ☐ NO

CUSTOMER RENTED BOX:

☐ YES ☐ NO

AMOUNT OF HOSE NEEDED:

n/a

DRUM DOLLY NEEDED:

☐ YES ☐ NO

SIZE:

n/a

PALLET JACK NEEDED:

☐ YES ☐ NO

EPAHO093000371



4904 Griggs Road
Houston, TX 77021
Tel. (713) 676-1460
Fax. (713) 676-1676

Transportation Work Ticket

Folder ID : South Coast Terminals (Wallisville)
Cleanout of stormwater & sump trenches

Date : 6/11/2009 Manifest # : _____

CES Environmental Services, Inc.

Client : _____ Ticket : 87546

Phone : 7136761460 Dynamic Rentals

Consignee : _____

Transporter : CES Environmental Services, Inc.

Signature _____ Signature _____

Leave CES Yard : 1:00	Arrive At Destination : 1:35
Arrive At Customer : _____	Begin Unloading : _____
Begin Loading : _____	Finish Unloading : _____
Finish Loading : _____	Leave Destination : 1:55
Leave Customer : _____	Arrive At CES Yard : 2:20

Customer PO # : _____

Total Hours : _____

CES Unload: ☐

Gross Weight : _____	Ending Odometer : 273945
Tare Weight : _____	Beginning Odometer : 273909
Net Weight : _____	Total Miles : 36

Driver : Taylor, Matthew Tractor # : 280 Tote # : _____

Signature : _____ Trailer # : 253 Box # : 25112

Job Comments/Equipment : _____

White (CES Office)

Yellow (CES Office / Billing)

Pink (CES Office / IFTA)

Golden Rod (Customer)

EPAHO093000372

DYNAMIC

Rental Systems

EQUIPMENT RENTAL CONTRACT

1400 South 16th Street

LaPorte, Texas

ph: 281-842-RENT

fax: 281-842-7369

www.dynamicrentalsystems.com

50455

EQUIPMENT DESCRIPTION

Unit Number:

25112

Vac DOR

S-28-09

6-11-09

Customer	S-28-09
Ordered By	S-28-09

PO Number:

Location Used:

South Coast

Item Description	Sales Order No.	Number	Unit Cost	Total
Vacuum DOR		2		
Subtotal				
Sales Tax, 8.25%				
Total				

Hours exceeding above usage will be billed at an 10% per hour of the daily rental rate. These rates do not include applicable taxes, fuel, transportation, cleaning or disposal charges. Equipment must be returned full of fuel. Fuel replacement charges billed \$5.00 per gallon if not returned full of fuel. Equipment must be returned in a condition to be rented to the next customer. Equipment / accessories not returned or ruined will be charged at listed rates. Equipment returned in a condition that prohibits us from renting to another customer will remain on rent until condition is remedied. Equipment that is returned in a condition that prohibits us from renting to another customer can be remedied by the the rental customer or Dynamic at the published rates included with this document.

I acknowledge that I fully understand the terms and conditions of this agreement. I also understand that all rental equipment issued to me must be returned in a condition that enables DRS to rent to the next customer. Failure to do so will result in additional rental costs.

Printed Name

Customer Signature

Date

For Dynamic Rental Systems, LLC

Date

ISSUED ITEMS			CLEANING CHARGES	
Item Description	Number	Rate	These rates will be charged if the rental customer wants DRS to return the equipment to "ready to rent" condition:	
PIPING, (describe)			Interior	\$ 75.00
			Exterior wash	\$ 150.00
			Heavy duty cleaning	Cost plus 20%
FITTINGS, (describe)			Tank wash and disposal	Cost plus 20%
			Hydroblasting	Cost plus 20%
			*REGULATORY FORMS	
			Lessee must return all DRS / regulatory paperwork at return.	
			Failure to do so will result in additional charges shown below:	
Trailer Package			DOT Cab Card	\$ 25.00
100' of 6" hard pipe			IFTA License	\$ 10.00
1 section smooth wall hose			Our Vehicle Insurance Card	\$ 5.00
10 band locking rings			Proof of DOT Inspection	\$ 25.00
1 - 45 adaptor fitting			Emergency Contact Information	\$ 5.00
1 - 90 adaptor fitting			Tank Certification, (if applicable)	\$ 10.00
2 vacuum box flanges			Entire Contents of Binder and Binder	\$ 100.00
2 tiedowns			***This information is kept in a binder and is in each truck.***	
DELIVERY CHARGE				

This rental equipment is accepted in perfect condition except where noted. It is my responsibility to return in the same condition. Only authorized operators may use this equipment. Only properly licensed drivers may drive the vehicle.

Equipment Released by:

Equipment Returned by:

Print Name

Signature

Date

Print Name

Signature

Date

Dynamic Rental Systems, LLC

Date

Dynamic Rental Systems, LLC

Date

EPAHO093000373



**CES Environmental
Services, Inc.**

4904 Griggs Road
Houston, TX 77021
Tel. (713) 676-1460
Fax. (713) 676-1676

Transportation Work Ticket

Folder ID : South Coast Terminals (Wallisville)
Cleanout of stormwater & sump trenches

Date : 6/11/2009 Manifest # : _____

CES Environmental Services, Inc.

Client : _____ Ticket : 87548

Phone : 7136761460 Consignee : Dynamic Rentals

CES Environmental Services, Inc.

Transporter : _____

Signature _____

Signature 

Leave CES Yard : 2:00

Arrive At Destination 3:30

Arrive At Customer : _____

Begin Unloading : _____

Begin Loading : _____

Finish Unloading : _____

Finish Loading : _____

Leave Destination : 3:40

Leave Customer : _____

Arrive At CES Yard : _____

Customer PO # : _____

Total Hours: _____

CES Unload: ☐

Gross Weight : _____

Ending Odometer : 273981

Tare Weight : _____

Beginning Odometer : 273945

Net Weight : _____

Total Miles : 426

Driver : Taylor, Matthew

Tractor # : 280

Tote # : _____

Signature : 

Trailer # : 253

Box # : 2526

Job Comments/Equipment : _____

White (CES Office)

Yellow (CES Office / Billing)

Pink (CES Office / IFTA)

Golden Rod (Customer)

EPAHO093000374

34955



1400 South 16th Street
LaPorte, Texas
ph: 281-842-RENT
fax: 281-842-7369
www.dynamicrentalsystems.com

EQUIPMENT RENTAL CONTRACT

50468

EQUIPMENT DESCRIPTION: Vacuum box

Unit Number: VB2526

5-29-09 6-11-09

Customer	<u>CES</u>	Date Needed	<u>5-29-09</u>	PO Number:	
Ordered By		Date	<u>5-29-09</u>	Location Used:	

Item Description	Sales Order No.	Number	Unit Cost	Total
1 Vacuum box Cust P/u @ 7:00am	5-29-09			
Customer Returned Box in good condition and clean				
Subtotal				
Sales Tax, 8.25%				
Total				

Hours exceeding above usage will be billed at an 10% per hour of the daily rental rate. These rates do not include applicable taxes, fuel, transportation, cleaning or disposal charges. Equipment must be returned full of fuel. Fuel replacement charges billed \$5.00 per gallon if not returned full of fuel. Equipment must be returned in a condition to be rented to the next customer. Equipment / accessories not returned or ruined will be charged at listed rates. Equipment returned in a condition that prohibits us from renting to another customer will remain on rent until condition is remedied. Equipment that is returned in a condition that prohibits us from renting to another customer can be remedied by the the rental customer or Dynamic at the published rates included with this document.

I acknowledge that I fully understand the terms and conditions of this agreement. I also understand that all rental equipment issued to me must be returned in a condition that enables DRS to rent to the next customer. Failure to do so will result in additional rental costs.

J. Hernandez Printed Name [Signature] Customer Signature
2. Hdl For Dynamic Rental Systems, LLC
5-29-09 Date
5-29-09 Date

ISSUED ITEMS			CLEANING CHARGES	
Item Description	Number	Rate	These rates will be charged if the rental customer wants DRS to return the equipment to "ready to rent" condition:	
PIPING, (describe)			Interior	\$ 75.00
			Exterior wash	\$ 150.00
			Heavy duty cleaning	Cost plus 20%
FITTINGS, (describe)			Tank wash and disposal	Cost plus 20%
			Hydroblasting	Cost plus 20%
			*REGULATORY FORMS	
			Lessee must return all DRS / regulatory paperwork at return. Failure to do so will result in additional charges shown below:	
Trailer Package			DOT Cab Card	\$ 25.00
100' of 6" hard pipe			IFTA License	\$ 10.00
1 section smooth wall hose			Our Vehicle Insurance Card	\$ 5.00
10 band locking rings			Proof of DOT Inspection	\$ 25.00
1 - 45 adaptor fitting			Emergency Contact Information	\$ 5.00
1 - 90 adaptor fitting			Tank Certification, (if applicable)	\$ 10.00
2 vacuum box flanges			Entire Contents of Binder and Binder	\$ 100.00
2 tiedowns			***This information is kept in a binder and is in each truck.***	
DELIVERY CHARGE				

This rental equipment is accepted in perfect condition except where noted. It is my responsibility to return in the same condition. Only authorized operators may use this equipment. Only properly licensed drivers may drive the vehicle.

Equipment Released to: J. Hernandez [Signature] 5-29-09 Matt Taylor [Signature] 6/11/09
Print Name Signature Date Print Name Signature Date
2. Hdl 5-29-09 7.1 6-11-09
Dynamic Rental Systems, LLC Date Dynamic Rental Systems, LLC Date



**CES Environmental
Services, Inc.**

4804 Griggs Road
Houston, TX 77021
Tel. (713) 676-1480
Fax. (713) 676-1676

Transportation Work Ticket

Folder ID : South Coast Terminals (Wallisville)
Cleanout of stormwater & sump trenches

Date : 6/16/2009 Manifest # : _____

CES Environmental Services, Inc.

Client : _____ Ticket : 87776

Phone : 7136761480 Consignee : Dynamic Rentals

CES Environmental Services, Inc.

Transporter : _____

Signature _____

Signature _____

Leave CES Yard : _____

Arrive At Destination _____

Arrive At Customer : _____

Begin Unloading : _____

Begin Loading : 1530

Finish Unloading : _____

Finish Loading : 1545

Leave Destination : _____

Leave Customer : _____

Arrive At CES Yard : _____

Customer PO # : _____

Total Hours : _____

CES Unload: ☐

Gross Weight : _____

Ending Odometer : _____

Tare Weight : _____

Beginning Odometer : _____

Net Weight : _____

Total Miles : _____

Driver : Vinodach, Irvin

Tractor # : 108

Tote # : _____

Signature :

Trailer # : _____

Box # : 1B-2559

Job Comments/Equipment : _____

White (CES Office)

Yellow (CES Office / Billing)

Pink (CES Office / IFTA)

Golden Rod (Customer)

EPAHO093000376



4904 Griggs Road
Houston, TX 77021
Tel. (713) 676-1460
Fax. (713) 676-1876

Transportation Work Ticket

Folder ID : South Coast Terminals (Wallisville)
Cleanout of stormwater & sump trenches

Date : 6/16/2009 Manifest # : _____

CES Environmental Services, Inc.

Client : _____ Ticket : 87777

Phone : 7136761460 Consignee : Dynamic Rentals

Transporter : CES Environmental Services, Inc.

Signature _____ Signature _____

Leave CES Yard : _____	Arrive At Destination : 10:40
Arrive At Customer : _____	Begin Unloading : 10:45
Begin Loading : 945	Finish Unloading : 10:50
Finish Loading : 10:09	Leave Destination : 11:00
Leave Customer : 10:15	Arrive At CES Yard : 11:40

Customer PO # : _____

Total Hours : _____

CES Unload: ☐

Gross Weight : _____	Ending Odometer : 168636
Tare Weight : _____	Beginning Odometer : 168595
Net Weight : _____	Total Miles : 41

Driver : Woodward, Irvin Tractor # : 108 Tote # : _____

Signature : _____ Trailer # : _____ Box # : 2565

Job Comments/Equipment : Picked up Dynamic U3 2565 @ CES yard
And Delivered To Dynamic

White (CES Office)

Yellow (CES Office / Billing)

Pink (CES Office / IFTA)

Golden Rod (Customer)

EPAHO093000377

DYNAMIC

Rental Systems

1400 South 16th Street
LaPorte, Texas
ph: 281-842-RENT
fax: 281-842-7369
www.dynamicrentalsystems.com

EQUIPMENT RENTAL CONTRACT

50445

EQUIPMENT DESCRIPTION

Vac box

Unit Number:

VB2565

5-28-09

6-16-09

Customer	5-28-09	PO Number:	
Ordered By	5-28-09	Location Used:	
	Date		

Item Description	Sales Order No.	Number	Unit Cost	Total
VB2565				
Picked up by CES				
Subtotal				
Sales Tax: 8.25%				
Total				

Hours exceeding above usage will be billed at an 10% per hour of the daily rental rate. These rates do not include applicable taxes, fuel, transportation, cleaning or disposal charges. Equipment must be returned full of fuel. Fuel replacement charges billed \$5.00 per gallon if not returned full of fuel. Equipment must be returned in a condition to be rented to the next customer. Equipment / accessories not returned or ruined will be charged at listed rates. Equipment returned in a condition that prohibits us from renting to another customer will remain on rent until condition is remedied. Equipment that is returned in a condition that prohibits us from renting to another customer can be remedied by the the rental customer or Dynamic at the published rates included with this document.

I acknowledge that I fully understand the terms and conditions of this agreement. I also understand that all rental equipment issued to me must be returned in a condition that enables DRS to rent to the next customer. Failure to do so will result in additional rental costs.

J. Hernandez
Printed Name
For Dynamic Rental Systems, LLC

Customer Signature

5-28-09
Date

ISSUED ITEMS			CLEANING CHARGES
Item Description	Number	Rate	These rates will be charged if the rental customer wants DRS to return the equipment to "ready to rent" condition:
PIPING, (describe)			Interior \$ 75.00
			Exterior wash \$ 150.00
			Heavy duty cleaning Cost plus 20%
FITTINGS, (describe)			Tank wash and disposal Cost plus 20%
			Hydroblasting Cost plus 20%
			*REGULATORY FORMS
			Lessee must return all DRS / regulatory paperwork at return.
			Failure to do so will result in additional charges shown below:
Trailer Package			DOT Cab Card \$ 25.00
100' of 6" hard pipe			IFTA License \$ 10.00
1 section smooth wall hose			Our Vehicle Insurance Card \$ 5.00
10 band locking rings			Proof of DOT Inspection \$ 25.00
1 - 45 adaptor fitting			Emergency Contact Information \$ 5.00
1 - 90 adaptor fitting			Tank Certification, (if applicable) \$ 10.00
2 vacuum box flanges			Entire Contents of Binder and Binder \$ 100.00
2 tiedowns			
DELIVERY CHARGE			

This rental equipment is accepted in perfect condition except where noted. It is my responsibility to return in the same condition. Only authorized operators may use this equipment. Only properly licensed drivers may drive the vehicle.

Equipment Released to:

Equipment Returned by:

J. Hernandez
Print Name
Signature
Date

06-16-09
Print Name
Signature
Date

Dynamic Rental Systems, LLC

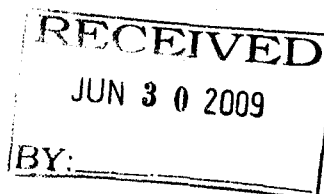
Date

Dynamic Rental Systems, LLC

Date

EPAHO093000378

Remit to:
DYNAMIC RENTAL SYSTEMS, LLC
2920 EAST X STREET
LA PORTE, TX 77571

**INVOICE**INVOICE NUMBER: **0035376-IN**INVOICE DATE: **06/17/2009**CUSTOMER #: **80-CES**

S/O ORDER #:

ORDER DATE:

REP: GPIT

FILE**SOLD TO:**

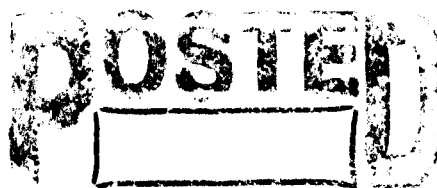
C.E.S. ENVIRONMENTAL
4904 GRIGGS RD
Houston, TX 77021

SHIP TO:

C.E.S. ENVIRONMENTAL
4904 GRIGGS RD
Houston, TX 77021

Comment:

CUSTOMER P.O.	ORDERED BY:	SHIP VIA	F.O.B.	TERMS		
				Net 30		
ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORDER	PRICE	AMOUNT
/80-VB2565 VB2565 25 YD VACUUM BOX	DAYS	16.00	16.00	0.00	30.00	480.00
EQUIPMENT RENTAL 06/01/2009-06/16/2009						



South Coast
Wallisville
Cleanout trench/sump
6/3/16/09

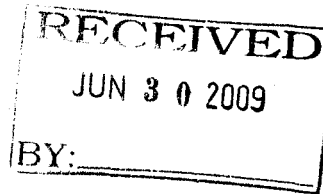


Net Invoice: 480.00
Less Discount: 0.00
Freight: 0.00
Sales Tax: 38.40
Invoice Total: 518.40

ACCOUNTS RECEIVABLE CONTACT: BECKIE DAVIDSON 281-842-7368

EPAHO093000379

Remit to:
DYNAMIC RENTAL SYSTEMS, LLC
2920 EAST X STREET
LA PORTE, TX 77571

**INVOICE**

INVOICE NUMBER: **0035338-IN**
INVOICE DATE: **06/17/2009**
CUSTOMER #: **80-CES**
S/O ORDER #:
ORDER DATE:
REP: GPIT

FILE**SOLD TO:**

C.E.S. ENVIRONMENTAL
4904 GRIGGS RD
Houston, TX 77021

SHIP TO:

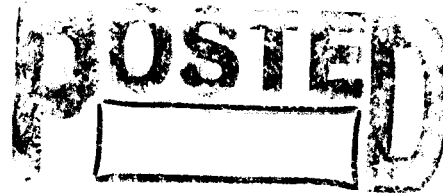
C.E.S. ENVIRONMENTAL
4904 GRIGGS RD
Houston, TX 77021

Comment:

CUSTOMER P.O.		ORDERED BY:	SHIP VIA	F.O.B.	TERMS	
Net 30						
ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORDER	PRICE	AMOUNT
/80-VB25112 VB25112 25 YD VACUUM BOX	DAYS	11.00	11.00	0.00	30.00	330.00

EQUIPMENT RENTAL 06/01/2009-06/11/2009

Southcoast
Wallisville
Cleanout French/Sump
4/3-4/11

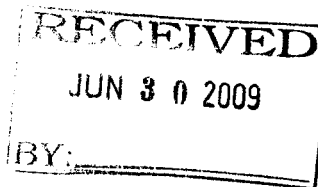


Net Invoice: 330.00
Less Discount: 0.00
Freight: 0.00
Sales Tax: 26.41
Invoice Total: **356.41**

ACCOUNTS RECEIVABLE CONTACT: BECKIE DAVIDSON 281-842-7368

EPAHO093000380

Remit to:
DYNAMIC RENTAL SYSTEMS, LLC
2920 EAST X STREET
LA PORTE, TX 77571

**INVOICE**INVOICE NUMBER: **0035339-IN**INVOICE DATE: **06/17/2009**CUSTOMER #: **80-CES**

S/O ORDER #:

ORDER DATE:

REP: GPIT

FILE**SOLD TO:**

C.E.S. ENVIRONMENTAL
4904 GRIGGS RD
Houston, TX 77021

SHIP TO:

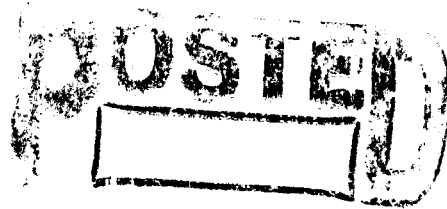
C.E.S. ENVIRONMENTAL
4904 GRIGGS RD
Houston, TX 77021

Comment:

CUSTOMER P.O.	ORDERED BY:	SHIP VIA	F.O.B.	TERMS		
				Net 30		
ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORDER	PRICE	AMOUNT
/80-VB2526 VB2526 25 YD VACUUM BOX	DAYS	11.00	11.00	0.00	30.00	330.00

EQUIPMENT RENTAL 06/01/2009-06/11/2009

South Coast
Wallisville
Cleanest Lunch + Supp
6/3-11/09

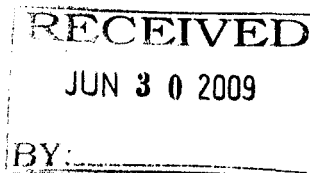


Net Invoice: 330.00
Less Discount: 0.00
Freight: 0.00
Sales Tax: 0.00
Invoice Total: 330.00

ACCOUNTS RECEIVABLE CONTACT: BECKIE DAVIDSON 281-842-7368

EPAHO093000381

Remit to:
DYNAMIC RENTAL SYSTEMS, LLC
2920 EAST X STREET
LA PORTE, TX 77571

**INVOICE**

INVOICE NUMBER: **0035379-IN**
INVOICE DATE: **06/17/2009**
CUSTOMER #: **80-CES**
S/O ORDER #:
ORDER DATE:
REP: **GPIT**

FILE**SOLD TO:**

C.E.S. ENVIRONMENTAL
4904 GRIGGS RD
Houston, TX 77021

SHIP TO:

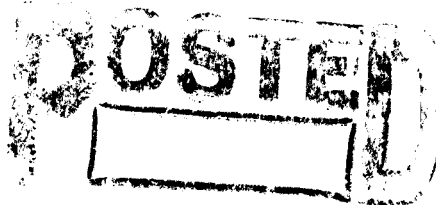
C.E.S. ENVIRONMENTAL
4904 GRIGGS RD
Houston, TX 77021

Comment:

CUSTOMER P.O.		ORDERED BY:	SHIP VIA	F.O.B.	TERMS	
					Net 30	
ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORDER	PRICE	AMOUNT
/80-MISC UNIT 301 JET RODDER	EACH	2.00	2.00	0.00	200.00	400.00

EQUIPMENT RENTAL 06/03/2009-06/04/2009

*Southcoast
Wallisville
Chenault trench / Sump*



Net Invoice: 400.00
Less Discount: 0.00
Freight: 0.00
Sales Tax: 32.00
Invoice Total: 432.00

ACCOUNTS RECEIVABLE CONTACT: BECKIE DAVIDSON 281-842-7368

EPAHO093000382

DYNAMIC

Rental Systems

1400 South 16th Street
LaPorte, Texas
ph: 281-842-RENT
fax: 281-842-7369
www.dynamicrentalsystems.com

EQUIPMENT RENTAL CONTRACT

50497

EQUIPMENT DESCRIPTION

Jet ROLLER

Unit Number: Unit # 301

10-3-09

<u>C.E.S.</u>	<u>6-3-09</u>	PO Number:
Customer	Date Needed	
Ordered By	Date	Location Used: <u>South Coast</u>

Item Description	Sales Order No.	Number	Unit Cost	Total
Customer P/U				
Customer Returned unit 301 with 3/4 tank of Diesel Charge to customer				
Subtotal				
Sales Tax, 8.25%				
Total				

Hours exceeding above usage will be billed at an 10% per hour of the daily rental rate. These rates do not include applicable taxes, fuel, transportation, cleaning or disposal charges. Equipment must be returned full of fuel. Fuel replacement charges billed \$5.00 per gallon if not returned full of fuel. Equipment must be returned in a condition to be rented to the next customer. Equipment / accessories not returned or ruined will be charged at listed rates. Equipment returned in a condition that prohibits us from renting to another customer will remain on rent until condition is remedied. Equipment that is returned in a condition that prohibits us from renting to another customer can be remedied by the the rental customer or Dynamic at the published rates included with this document.

I acknowledge that I fully understand the terms and conditions of this agreement. I also understand that all rental equipment issued to me must be returned in a condition that enables DRS to rent to the next customer. Failure to do so will result in additional rental costs.

J. Hernandez Printed Name
Anthony Brown Customer Signature
For Dynamic Rental Systems, LLC
6/3/09 Date
6-3-09 Date

ISSUED ITEMS			CLEANING CHARGES
Item Description	Number	Rate	These rates will be charged if the rental customer wants DRS to return the equipment to "ready to rent" condition:
PIPING, (describe)			Interior \$ 75.00
			Exterior wash \$ 150.00
			Heavy duty cleaning Cost plus 20%
FITTINGS, (describe)			Tank wash and disposal Cost plus 20%
			Hydroblasting Cost plus 20%
			*REGULATORY FORMS
			Lessee must return all DRS / regulatory paperwork at return.
			Failure to do so will result in additional charges shown below:
Trailer Package			DOT Cab Card \$ 25.00
100' of 6" hard pipe			IFTA License \$ 10.00
1 section smooth wall hose			Our Vehicle Insurance Card \$ 5.00
10 band locking rings			Proof of DOT Inspection \$ 25.00
1 - 45 adaptor fitting			Emergency Contact Information \$ 5.00
1 - 90 adaptor fitting			Tank Certification, (if applicable) \$ 10.00
2 vacuum box flanges			Entire Contents of Binder and Binder \$ 100.00
2 tiedowns			***This information is kept in a binder and is in each truck.***
DELIVERY CHARGE			

This rental equipment is accepted in perfect condition except where noted. It is my responsibility to return in the same condition. Only authorized operators may use this equipment. Only properly licensed drivers may drive the vehicle.

Equipment Released to: J. Hernandez Signature 6/3/09 Date
Anthony Brown Signature
Dynamic Rental Systems, LLC Date
Equipment Returned by: JACK GIPSON Signature 6/4/09 Date
7.662 Signature
Dynamic Rental Systems, LLC Date

EPAHO093000383



4904 Griggs Road
Houston, TX 77021
Phone: (713) 676-1460
Fax: (713) 676-1676

COPY

Invoice

Date	Invoice #
6/9/2009	56800

Bill To: South Coast Terminals
Attn: Accounts Payable
7401 Wallisville
Houston, TX 77020

		P.O. No.	Terms	Project	
			Net 30		
Quantity	Description	Manifest #	Rate	Amount	
	Cleaning of trenches and Tank 204 5/28/09				
2	Delivery of Vacuum Boxes #VB2565 & VB25112 @ \$175.00 per box 9.5% Fuel Surcharge		175.00 33.25	350.00T 33.25	
10.75	Air Machine w/Operator @ \$125.00 per hour 9.5% Fuel Surcharge		125.00 127.66	1,343.75 127.66	
1	Field Service Utility Truck #107 @ \$125.00 per day 9.5% Fuel Surcharge		125.00 11.88	125.00 11.88	
10.75	Field Technician @ \$35.00 per hour		35.00	376.25	
6.5	Field Technician @ \$35.00 per hour		35.00	227.50	
3	Job Materials: PPE 3 men @ \$30.00 per man / per day		30.00	90.00T	
200	Job Materials: Flex Hose @ \$2.00 per ft.		2.00	400.00T	
1	Equipment Use: Pressure Washer @ \$100.00 per day		100.00	100.00	
	5/29/09				
1	Delivery of Vacuum Box #VB2526 @ \$175.00 per box 9.5% Fuel Surcharge		175.00 16.63	175.00T 16.63	
We appreciate your business!		Subtotal			
Late Payment Policy: Any unpaid balances beginning on the 30th day after the account is due will accrue a per annum interest rate of 7.5%, unless otherwise stated in a formalized contract.		Sales Tax (8.0%)			
		Total			



**CES Environmental
Services, Inc.**

4904 Griggs Road
Houston, TX 77021
Phone: (713) 676-1460
Fax: (713) 676-1676

Invoice

Date	Invoice #
6/9/2009	56800

Bill To: South Coast Terminals
Attn: Accounts Payable
7401 Wallisville
Houston, TX 77020

		P.O. No.	Terms	Project	
			Net 30		
Quantity	Description	Manifest #	Rate	Amount	
6.75	Air Machine w/Operator @ \$125.00 per hour		125.00	843.75	
	9.5% Fuel Surcharge		80.16	80.16	
1	Field Service Utility Truck #107 @ \$125.00 per day		125.00	125.00	
	9.5% Fuel Surcharge		11.88	11.88	
7.25	Field Technician @ \$35.00 per hour		35.00	253.75	
4	Field Technician @ \$35.00 per hour		35.00	140.00	
3	Job Materials: PPE 3 men @ \$30.00 per man / per day		30.00	90.00T	
1	Equipment Use: Pressure Washer @ \$100.00 per day		100.00	100.00	
15	Disposal of Non-RCRA waste sludge (trench sludge) @ \$85.00 per yd (from air machine #105)	5596984JJK	85.00	1,275.00	
2	Transportation services by CES #280 to disposal @ \$425.00 per load		425.00	850.00	
	9.5% Fuel Surcharge		80.75	80.75	
17	Disposal of Non-RCRA waste sludge (trench sludge) @ \$85.00 per yd (from vac box #VB2526)	5596975JJK	85.00	1,445.00	
We appreciate your business!		Subtotal			
Late Payment Policy: Any unpaid balances beginning on the 30th day after the account is due will accrue a per annum interest rate of 7.5%, unless otherwise stated in a formalized contract.		Sales Tax (8.0%)			
		Total			



**CES Environmental
Services, Inc.**

4904 Griggs Road
Houston, TX 77021
Phone: (713) 676-1460
Fax: (713) 676-1676

Invoice

Date	Invoice #
6/9/2009	56800

Bill To: South Coast Terminals
Attn: Accounts Payable
7401 Wallisville
Houston, TX 77020

		P.O. No.	Terms	Project	
			Net 30		
Quantity	Description	Manifest #	Rate	Amount	
17	Disposal of Non-RCRA waste sludge (trench sludge) @ \$85.00 per yd (from vac box #VB2565)	5596974JJK	85.00	1,445.00	
1	Transportation services by CES #108 to disposal @ \$425.00 per load		425.00	425.00	
	9.5% Fuel Surcharge		40.38	40.38	
17	Disposal of Non-RCRA waste sludge (trench sludge) @ \$85.00 per yd (from vac box #VB25112)	5596983JJK	85.00	1,445.00	
5	Rental of Vacuum Box #VB2565 from 5/28-6/2/09 @ \$50.00 per day		50.00	250.00T	
5	Rental of Vacuum Box #VB25112 from 5/28-6/2/09 @ \$50.00 per day		50.00	250.00T	
4	Rental of Vacuum Box #VB2526 from 5/29-6/2/09 @ \$50.00 per day		50.00	200.00T	
	4% City of Houston Franchise Fee		55.85	55.85	
	1% Compliance Fee		129.28	129.28	
We appreciate your business!		Subtotal		\$12,912.72	
Late Payment Policy: Any unpaid balances beginning on the 30th day after the account is due will accrue a per annum interest rate of 7.5%, unless otherwise stated in a formalized contract.		Sales Tax (8.0%)		\$144.40	
		Total		\$13,057.12	



**CES Environmental
Services, Inc.**

4904 Griggs Road
Houston, TX 77021
Tel. (713) 676-1460
Fax. (713) 676-1676

Transportation Work Ticket

Folder ID : South Coast Terminals (Wallisville)
Cleanout of stormwater & sump trenches

Date : 5/28/2009 Manifest # :
CES Environmental Services, Inc.
Client : Ticket : 86772
Phone : 7136761460 Consignee : South Coast Terminals (Wallisville Rd.)
CES Environmental Services, Inc.
Transporter :
Signature *x J. Hernandez* Signature

Leave CES Yard : 6:00 am	Arrive At Destination
Arrive At Customer : 6:15 am	Begin Unloading :
Begin Loading : 6:20 am	Finish Unloading :
Finish Loading : 6:30 am	Leave Destination :
Leave Customer : 6:45 am	Arrive At CES Yard :

Customer PO #:

Total Hours:

CES Unload: ☐

Gross Weight :	Ending Odometer : 168138
Tare Weight :	Beginning Odometer : 168098
Net Weight :	Total Miles : 40

Driver : Hernandez, Joe Tractor # : 108 Tote # :
Signature : *J. Hernandez* Trailer # : Box # : *DYNAMIC*
VBZ565

Job Comments/Equipment : *p/c Box #VBZ565 AND HAUL TO*
SOUTHCOST AS DIRECTED

White (CES Office)

Yellow (CES Office / Billing)

Pink (CES Office / IFTA)

Golden Rod (Customer)

EPAHO093000387

DYNAMIC

Rental Systems

1400 South 16th Street
LaPorte, Texas
ph: 281-842-RENT
fax: 281-842-7369
www.dynamicrentalsystems.com

EQUIPMENT RENTAL CONTRACT

50445

EQUIPMENT DESCRIPTION

Vac box

Unit Number:

VB2565

5-28-09

Customer

Ordered By

5-28-09

Date Needed

5-28-09

Date

PO Number:

Location Used:

Item Description

Sales Order No.

Number

Unit Cost

Total

VB2565

Picked up by CES

Subtotal

Sales Tax, 8.25%

Total

Hours exceeding above usage will be billed at an 10% per hour of the daily rental rate. These rates do not include applicable taxes, fuel, transportation, cleaning or disposal charges. Equipment must be returned full of fuel. Fuel replacement charges billed \$5.00 per gallon if not returned full of fuel. Equipment must be returned in a condition to be rented to the next customer. Equipment / accessories not returned or ruined will be charged at listed rates. Equipment returned in a condition that prohibits us from renting to another customer will remain on rent until condition is remedied. Equipment that is returned in a condition that prohibits us from renting to another customer can be remedied by the the rental customer or Dynamic at the published rates included with this document.

I acknowledge that I fully understand the terms and conditions of this agreement. I also understand that all rental equipment issued to me must be returned in a condition that enables DRS to rent to the next customer. Failure to do so will result in additional rental costs.

Printed Name

Customer Signature

Date

For Dynamic Rental Systems, LLC

Date

ISSUED ITEMS

CLEANING CHARGES

Item Description	Number	Rate	These rates will be charged if the rental customer wants DRS to return the equipment to "ready to rent" condition:	
PIPING, (describe)			Interior	\$ 75.00
			Exterior wash	\$ 150.00
			Heavy duty cleaning	Cost plus 20%
FITTINGS, (describe)			Tank wash and disposal	Cost plus 20%
			Hydroblasting	Cost plus 20%
			*REGULATORY FORMS	
			Lessee must return all DRS / regulatory paperwork at return. Failure to do so will result in additional charges shown below:	
Trailer Package			DOT Cab Card	\$ 25.00
100' of 6" hard pipe			IFTA License	\$ 10.00
1 section smooth wall hose			Our Vehicle Insurance Card	\$ 5.00
10 band locking rings			Proof of DOT Inspection	\$ 25.00
1 - 45 adaptor fitting		\$150 / Day	Emergency Contact Information	\$ 5.00
1 - 90 adaptor fitting			Tank Certification, (if applicable)	\$ 10.00
2 vacuum box flanges			Entire Contents of Binder and Binder	\$ 100.00
2 tiedowns			***This information is kept in a binder and is in each truck.***	
DELIVERY CHARGE				

This rental equipment is accepted in perfect condition except where noted. It is my responsibility to return in the same condition. Only authorized operators may use this equipment. Only properly licensed drivers may drive the vehicle.

Equipment Released to:

Equipment Returned by::

Print Name

Signature

Date

Print Name

Signature

Date

Dynamic Rental Systems, LLC

Date

Dynamic Rental Systems, LLC

Date

EPAHO093000388

DYNAMIC

Rental Systems

1400 South 16th Street
LaPorte, Texas
ph: 281-842-RENT
fax: 281-842-7369
www.dynamicrentalsystems.com

EQUIPMENT RENTAL CONTRACT

50446

EQUIPMENT DESCRIPTION

Pressure washer

Unit Number:

S-28-09

Customer	CEC	S-28-09	PO Number:	
Ordered By		Date Needed S-28-09	Location Used:	
		Date		

Item Description	Sales Order No.	Number	Unit Cost	Total
Pressure washer				
100' Blue hose		100'		
Turbo nozzle		1 ea.		
Subtotal				
Sales Tax, 8.25%				
Total				

Hours exceeding above usage will be billed at an 10% per hour of the daily rental rate. These rates do not include applicable taxes, fuel, transportation, cleaning or disposal charges. Equipment must be returned full of fuel. Fuel replacement charges billed \$5.00 per gallon, if not returned full of fuel. Equipment must be returned in a condition to be rented to the next customer. Equipment / accessories not returned or ruined will be charged at listed rates. Equipment returned in a condition that prohibits us from renting to another customer will remain on rent until condition is remedied. Equipment that is returned in a condition that prohibits us from renting to another customer can be remedied by the the rental customer or Dynamic at the published rates included with this document.

I acknowledge that I fully understand the terms and conditions of this agreement. I also understand that all rental equipment issued to me must be returned in a condition that enables DRS to rent to the next customer. Failure to do so will result in additional rental costs.

J. Hernandez
Printed Name
Customer Signature
Date
S-28-09
For Dynamic Rental Systems, LLC
Date

ISSUED ITEMS			CLEANING CHARGES	
Item Description	Number	Rate	These rates will be charged if the rental customer wants DRS to return the equipment to "ready to rent" condition:	
PIPING, (describe)			Interior	16813 25.00
			Exterior wash	\$ 150.00
			Heavy duty cleaning	Cost plus 20%
FITTINGS, (describe)			Tank wash and disposal	Cost plus 20%
			Hydroblasting	Cost plus 20%
			*REGULATORY FORMS	
			Lessee must return all DRS / regulatory paperwork at return. Failure to do so will result in additional charges shown below:	
Trailer Package			DOT Cab Card	\$ 25.00
100' of 6" hard pipe			IFTA License	\$ 10.00
1 section smooth wall hose			Our Vehicle Insurance Card	\$ 5.00
10 band locking rings			Proof of DOT Inspection	\$ 25.00
1 - 45 adaptor fitting			Emergency Contact Information	\$ 5.00
1 - 90 adaptor fitting			Tank Certification, (if applicable)	\$ 10.00
2 vacuum box flanges			Entire Contents of Binder and Binder	\$ 100.00
2 tiedowns			***This information is kept in a binder and is in each truck.***	
DELIVERY CHARGE				

This rental equipment is accepted in perfect condition except where noted. It is my responsibility to return in the same condition. Only authorized operators may use this equipment. Only properly licensed drivers may drive the vehicle.

Equipment Released to: J. Hernandez
Print Name
Signature
Date
S-28-09
Dynamic Rental Systems, LLC
Date

Equipment Returned by: _____
Print Name
Signature
Date
Dynamic Rental Systems, LLC
Date

EPAHO093000389



**CES Environmental
Services, Inc.**

JOB INFORMATION PROFILE

Folder ID : South Coast Terminals (Wallisville)
Cleanout of stormwater & sump trenches

Customer : CES Environmental Services, Inc.

Driver : Hernandez, Joe

Address : 4904 Griggs Rd

Helper :

City,State,Zip : Houston TX , 77021

Date : 5/28/2009

Time : 2nd

CES Contact : () -

Truck # 108

Trailer #



**CES Environmental
Services, Inc.**

JOB INFORMATION PROFILE

Folder ID : South Coast Terminals (Wallisville)
Cleanout of stormwater & sump trenches

Customer : CES Environmental Services, Inc.

Driver : Hernandez, Joe

Address : 4904 Griggs Rd

Helper :

City,State,Zip : Houston TX , 77021

Date : 5/28/2009

Time : 2nd

CES Contact : () -

Truck # 108

Trailer #

Job Description :

Contact is Glen: 281-960-2712

CONTAT MORGAN w/ problems 281-691-3296

1) Deliver 2ND vacuum box to SouthCost- Wallisville before FS crew arrives

2) Drop where directed

***WRITE BOX # ON PAPERWORK- CALL Morgan with these #s please

Contact is Glen: 281-960-2712

CONTAT MORGAN w/ problems 281-691-3296

1) Deliver 2ND vacuum box to SouthCost- Wallisville before FS crew arrives

2) Drop where directed

***WRITE BOX # ON PAPERWORK- CALL Morgan with these #s please

ID #: 86772

CUSTOMER INFORMATION

OPERATION HOURS:

SHIPPING/RECEIVING CONTACT:

AFTER HOURS CONTACT:

Open :	
Close:	

Name:	
Number:	

Name:	
Number:	

RECEIVING INFORMATION

EPAHO093000390



4904 Griggs Road
Houston, TX 77021
Tel. (713) 876-1460
Fax. (713) 876-1876

Transportation Work Ticket

Folder ID : South Coast Terminals (Wallisville)
Cleanout of stormwater & sump trenches

Date : 5/28/2009 Manifest # : _____

CES Environmental Services, Inc.

Client : _____ Ticket : 85771

Phone : 7136761460 South Coast Terminals (Wallisville Rd.)

Consignee : _____

CES Environmental Services, Inc.

Transporter : _____

Signature x  Signature _____

Leave CES Yard : _____

Arrive At Destination 10:00

Arrive At Customer : 8:45 AM

Begin Unloading : WORK AS FIELD TEL

Begin Loading : 8:50 AM

Finish Unloading : 10:30

Finish Loading : 8:55 AM

Leave Destination : _____

Leave Customer : 9:00 AM

Arrive At CES Yard : 5:00

6.5 HR

Customer PO # : _____

Total Hours : _____

CES Unload: ☐

Gross Weight : _____

Ending Odometer : 168181

Tare Weight : _____

Beginning Odometer : 168138

Net Weight : _____

Total Miles : 43

Driver : Hernandez, Joe

Tractor # : 108

Tote # : _____

Signature : J. Hernandez

Trailer # : _____

Box # : DYNAMIC UB25112

Job Comments/Equipment : P/V UAC BOX #25112 AT DYNAMIC

AND HAULED TO SOUTH COAST AS DIRECTED.

White (CES Office)

Yellow (CES Office / Billing)

Pink (CES Office / IFTA)

Golden Rod (Customer)

EPAHO093000391

DYNAMIC

Rental Systems

EQUIPMENT RENTAL CONTRACT

1400 South 16th Street

LaPorte, Texas

ph: 281-842-RENT

fax: 281-842-7369

www.dynamicrentalsystems.com

50455

EQUIPMENT DESCRIPTION

Vac Box

Unit Number:

25112

OHF

S-28-09

KGE

Customer

S-28-09

Date Needed

PO Number:

Ordered By

Date

Location Used:

Sewer Box

Item Description

Sales Order No.

Number

Unit Cost

Total

Vacuum Box

Cust P/V

Subtotal

Sales Tax, 8.25%

Total

Hours exceeding above usage will be billed at an 10% per hour of the daily rental rate. These rates do not include applicable taxes, fuel, transportation, cleaning or disposal charges. Equipment must be returned full of fuel. Fuel replacement charges billed \$5.00 per gallon if not returned full of fuel. Equipment must be returned in a condition to be rented to the next customer. Equipment / accessories not returned or ruined will be charged at listed rates. Equipment returned in a condition that prohibits us from renting to another customer will remain on rent until condition is remedied. Equipment that is returned in a condition that prohibits us from renting to another customer can be remedied by the the rental customer or Dynamic at the published rates included with this document.

I acknowledge that I fully understand the terms and conditions of this agreement. I also understand that all rental equipment issued to me must be returned in a condition that enables DRS to rent to the next customer. Failure to do so will result in additional rental costs.

Printed Name

Customer Signature

Date

For Dynamic Rental Systems, LLC

Date

ISSUED ITEMS

CLEANING CHARGES

Item Description	Number	Rate	These rates will be charged if the rental customer wants DRS to return the equipment to "ready to rent" condition:
PIPING, (describe)			Interior \$ 15.00
			Exterior wash \$ 150.00
			Heavy duty cleaning Cost plus 20%
FITTINGS, (describe)			Tank wash and disposal Cost plus 20%
			Hydroblasting Cost plus 20%
			*REGULATORY FORMS
			Lessee must return all DRS / regulatory paperwork at return.
			Failure to do so will result in additional charges shown below:
Trailer Package			DOT Cab Card \$ 25.00
100' of 6" hard pipe			IFTA License \$ 10.00
1 section smooth wall hose			Our Vehicle Insurance Card \$ 5.00
10 band locking rings			Proof of DOT Inspection \$ 25.00
1 - 45 adaptor fitting			Emergency Contact Information \$ 5.00
1 - 90 adaptor fitting			Tank Certification, (if applicable) \$ 10.00
2 vacuum box flanges			Entire Contents of Binder and Binder \$ 100.00
2 tiedowns			***This information is kept in a binder and is in each truck.***
DELIVERY CHARGE			

This rental equipment is accepted in perfect condition except where noted. It is my responsibility to return in the same condition. Only authorized operators may use this equipment. Only properly licensed drivers may drive the vehicle.

Equipment Released to:

Equipment Returned by::

Print Name

Signature

Date

Print Name

Signature

Date

Dynamic Rental Systems, LLC

Date

Dynamic Rental Systems, LLC

Date

EPAHO093000392



**CES Environmental
Services, Inc.**

JOB INFORMATION PROFILE

Folder ID : South Coast Terminals (Wallisville)
Cleanout of stormwater & sump trenches

Customer : CES Environmental Services, Inc.

Driver : Hernandez, Joe

Address : 4904 Griggs Rd

Helper :

City,State,Zip : Houston TX , 77021

Date : 5/28/2009

Time : 0530

CES Contact : () -

Truck # 108

Trailer #



**CES Environmental
Services, Inc.**

JOB INFORMATION PROFILE

Folder ID : South Coast Terminals (Wallisville)
Cleanout of stormwater & sump trenches

Customer : CES Environmental Services, Inc.

Driver : Hernandez, Joe

Address : 4904 Griggs Rd

Helper :

City,State,Zip : Houston TX , 77021

Date : 5/28/2009

Time : 0530

CES Contact : () -

Truck # 108

Trailer #

Job Description :

Contact is Glen: 281-960-2712 ***DO NOT CALL HIM UNLESS SOMEONE HAS NOT ARRIVED BY 630AM

CONTAT MORGAN w/ problems 281-691-3296

***facility opens at 6am, please get there asap

1) Deliver vacuum box to SouthCost- Wallisville before FS crew arrives

2) Drop where directed

***WRITE BOX # ON PAPERWORK- CALL Morgan with these #s please

Contact is Glen: 281-960-2712 ***DO NOT CALL HIM UNLESS SOMEONE HAS NOT ARRIVED BY 630AM

CONTAT MORGAN w/ problems 281-691-3296

***facility opens at 6am, please get there asap

1) Deliver vacuum box to SouthCost- Wallisville before FS crew arrives

2) Drop where directed

***WRITE BOX # ON PAPERWORK- CALL Morgan with these #s please

ID #: 86771

CUSTOMER INFORMATION

EPAHO093000393



4904 Griggs Road
Houston, TX 77021
Tel. (713) 878-1460
Fax. (713) 878-1878

Transportation Work Ticket

Folder ID : South Coast Terminals (Wallisville)
Cleanout of stormwater & sump trenches

Date : 5/28/2009 Manifest # : _____

South Coast Terminals (Wallisville)

Client : _____ Ticket : 86770

Phone : 7136722401 Consignee : _____

CES Environmental Services, Inc.

Transporter : _____

Signature JB Adams Signature _____

Leave CES Yard : 6:15 AM	Arrive At Destination _____
Arrive At Customer : 7:00 AM	Begin Unloading : _____
Begin Loading : 7:05 AM	Finish Unloading : _____
Finish Loading : 4:00 PM	Leave Destination : _____
Leave Customer : 4:20 PM	Arrive At CES Yard : 5:00 PM

Customer PO # : _____

Total Hours: _____

10.75

CES Unload: ☐

Gross Weight : _____	Ending Odometer : 260518
Tare Weight : _____	Beginning Odometer : 260491
Net Weight : _____	Total Miles : 27

Driver : Soto, Andre Tractor # : 105 Tote # : _____

Signature : Andre Soto Trailer # : _____ Box # : _____

Job Comments/Equipment : REMOVED SOLIDS FROM TRENCHES

AS DIRECTED FROM BELINDA.

HERRERA - LEADMAN

SOTO

GREEN

White (CES Office)

Yellow (CES Office / Billing)

Pink (CES Office / IFTA)

Golden Rod (Customer)

EPAHO093000394



**CES Environmental
Services, Inc.**

4904 Griggs Road
Houston, TX 77021
Tel. (713) 876-1460
Fax. (713) 876-1878

Transportation Work Ticket

Folder ID : South Coast Terminals (Wallisville)
Cleanout of stormwater & sump trenches

Date : 5/28/2009 Manifest # : _____

South Coast Terminals (Wallisville)

Client : _____ Ticket : 86769

Phone : 7136722401 Consignee : _____

CES Environmental Services, Inc.

Transporter : _____

Signature Beth Ann Adams Signature _____

Leave CES Yard : 6:00 6:15	Arrive At Destination : _____
Arrive At Customer : 7:00	Begin Unloading : _____
Begin Loading : 7:15	Finish Unloading : _____
Finish Loading : 4:30	Leave Destination : _____
Leave Customer : 4:45	Arrive At CES Yard : 5:00

Customer PO #:
4534

Total Hours:
10.75

CES Unload: ☐

Gross Weight : _____	Ending Odometer : _____
Tare Weight : _____	Beginning Odometer : _____
Net Weight : _____	Total Miles : _____

Driver : Quinn Green Tractor # : 107 Tote # : _____

Signature : Quinn Green Trailer # : _____ Box # : _____

Job Comments/Equipment : Used roll off boxes and vac truck to
suck out trench and sump. Used pressure washer
to clean trench

White (CES Office)

Yellow (CES Office / Billing)

Pink (CES Office / IFTA)

Golden Rod (Customer)

EPAHO093000395



**CES Environmental
Services, Inc.**

4904 Griggs Road
Houston, TX 77021
Tel. (713) 676-1460
Fax. (713) 676-1676

Transportation Work Ticket

Folder ID : South Coast Terminals (Wallisville)
Cleanout of stormwater & sump trenches

Date : 5/29/2009 Manifest # : _____

CES Environmental Services, Inc.

Client : _____ Ticket : 86842

Phone : 7136761460 Consignee : South Coast Terminals (Wallisville Rd.)

CES Environmental Services, Inc.

Transporter : _____

Signature x J. Hernandez Signature _____

Leave CES Yard : <u>6:30 am</u>	Arrive At Destination : _____
Arrive At Customer : <u>7:00 am</u>	Begin Unloading : _____
Begin Loading : <u>7:10 am</u>	Finish Unloading : _____
Finish Loading : <u>7:15 am</u>	Leave Destination : _____
Leave Customer : <u>7:20 am</u>	Arrive At CES Yard : _____

Customer PO # : _____

Total Hours : _____

CES Unload: ☐

Gross Weight : _____	Ending Odometer : _____
Tare Weight : _____	Beginning Odometer : <u>168196</u>
Net Weight : _____	Total Miles : _____

Driver : Hernandez, Joe Tractor # : 108 Tote # : _____

Signature : J. Hernandez Trailer # : _____ Box # : 2526

Job Comments/Equipment : r/v Box AT DYNAMIC + HARK
TO SOUTH COAST AS DIRECTED (VB 2526)

White (CES Office)

Yellow (CES Office / Billing)

Pink (CES Office / IFTA)

Golden Rod (Customer)

EPAHO093000396



1400 South 16th Street
LaPorte, Texas
ph: 281-842-RENT
fax: 281-842-7369
www.dynamicrentalsystems.com

EQUIPMENT RENTAL CONTRACT

50468

EQUIPMENT DESCRIPTION

Vacuum box

Unit Number:

V132526

5-29-09

CES

Customer

5-29-09

Date Needed

PO Number:

Ordered By

Date

Location Used:

Item Description

Sales Order No.

Number

Unit Cost

Total

1 Vacuum box Cst p/u a 7:00am

5-29-09

Subtotal

Sales Tax, 8.25%

Total

Hours exceeding above usage will be billed at an 10% per hour of the daily rental rate. These rates do not include applicable taxes, fuel, transporation, cleaning or disposal charges. Equipment must be returned full of fuel. Fuel replacement charges billed \$5.00 per gallon if not returned full of fuel. Equipment must be returned in a condition to be rented to the next customer. Equipment / accessories not returned or ruined will be charged at listed rates. Equipment returned in a condition that prohibits us from renting to another customer will remain on rent until condition is remedied. Equipment that is returned in a condition that prohibits us from renting to another customer can be remedied by the the rental customer or Dynamic at the published rates included with this document.

I acknowledge that I fully understand the terms and conditions of this agreement. I also understand that all rental equipment issued to me must be returned in a condition that enables DRS to rent to the next customer. Failure to do so will result in additional rental costs.

J. Hernandez

Printed Name

[Signature]

Customer Signature

5-29-09

Date

[Signature]

For Dynamic Rental Systems, LLC

5-29-09

Date

ISSUED ITEMS

CLEANING CHARGES

Item Description	Number	Rate	These rates will be charged if the rental customer wants DRS to return the equipment to "ready to rent" condition:	
PIPING, (describe)			Interior *	\$ 75.00
			Exterior wash	\$ 150.00
			Heavy duty cleaning	Cost plus 20%
FITTINGS, (describe)			Tank wash and disposal	Cost plus 20%
			Hydroblasting	Cost plus 20%
			*REGULATORY FORMS	
			Lessee must return all DRS / regulatory paperwork at return.	
			Failure to do so will result in additional charges shown below:	
Trailer Package			DOT Cab Card	\$ 25.00
100' of 6" hard pipe			IFTA License	\$ 10.00
1 section smooth wall hose			Our Vehicle Insurance Card	\$ 5.00
10 band locking rings			Proof of DOT Inspection	\$ 25.00
1 - 45 adaptor fitting			Emergency Contact Information	\$ 5.00
1 - 90 adaptor fitting			Tank Certification, (if applicable)	\$ 10.00
2 vacuum box flanges			Entire Contents of Binder and Binder	\$ 100.00
2 tiedowns			***This information is kept in a binder and is in each truck.***	
DELIVERY CHARGE				

This rental equipment is accepted in perfect condition except where noted. It is my responsibility to return in the same condition. Only authorized operators may use this equipment. Only properly licensed drivers may drive the vehicle.

Equipment Released to:

Equipment Returned by::

J. Hernandez

Print Name

Signature

Date

[Signature]

5-29-09

Dynamic Rental Systems, LLC

Date

Print Name

Signature

Date

Dynamic Rental Systems, LLC

Date

EPAHO093000397



**CES Environmental
Services, Inc.**

JOB INFORMATION PROFILE

Folder ID : South Coast Terminals (Wallisville)
Cleanout of stormwater & sump trenches

Customer : CES Environmental Services, Inc.

Driver : Hernandez, Joe

Address : 4904 Griggs Rd

Helper :

City,State,Zip : Houston TX , 77021

Date : 5/29/2009

Time : 0500

CES Contact : () -

Truck # 108

Trailer #



**CES Environmental
Services, Inc.**

JOB INFORMATION PROFILE

Folder ID : South Coast Terminals (Wallisville)
Cleanout of stormwater & sump trenches

Customer : CES Environmental Services, Inc.

Driver : Hernandez, Joe

Address : 4904 Griggs Rd

Helper :

City,State,Zip : Houston TX , 77021

Date : 5/29/2009

Time : 0500

CES Contact : () -

Truck # 108

Trailer #

Job Description :

Contact is Glen: 281-960-2712

CONTAT MORGAN w/ problems 281-691-3296

1) Deliver 2ND vacuum box to SouthCost- Wallisville before FS crew arrives

2) Drop where directed

***WRITE BOX # ON PAPERWORK- CALL Morgan with these #s please

Contact is Glen: 281-960-2712

CONTAT MORGAN w/ problems 281-691-3296

1) Deliver 2ND vacuum box to SouthCost- Wallisville before FS crew arrives

2) Drop where directed

***WRITE BOX # ON PAPERWORK- CALL Morgan with these #s please

ID #: 86842

CUSTOMER INFORMATION

OPERATION HOURS:

SHIPPING/RECEIVING CONTACT:

AFTER HOURS CONTACT:

Open :	
Close:	

Name:	
Number:	

Name:	
Number:	

RECEIVING INFORMATION

EPAHO093000398



**CES Environmental
Services, Inc.**

4904 Griggs Road
Houston, TX 77021
Tel. (713) 676-1460
Fax. (713) 676-1676

Transportation Work Ticket

Folder ID : South Coast Terminals (Wallisville)
Cleanout of stormwater & sump trenches

Date : 5/29/2009 Manifest # : _____

South Coast Terminals (Wallisville)

Client : _____ Ticket : 86806

Phone : 7136722401 Consignee : _____

CES Environmental Services, Inc.

Transporter : _____

Signature Beth A. Adame Signature _____

Leave CES Yard : <u>7:00</u>	Arrive At Destination : _____
Arrive At Customer : <u>7:20</u>	Begin Unloading : _____
Begin Loading : <u>7:30</u>	Finish Unloading : _____
Finish Loading : <u>1:10</u>	Leave Destination : _____
Leave Customer : <u>1:35</u>	Arrive At CES Yard : <u>2:10</u>

Customer PO #: _____

Total Hours: _____

7.25

CES Unload: ☐

Gross Weight : _____

Ending Odometer : 03,384

Tare Weight : _____

Beginning Odometer : 63,351

Net Weight : _____

Total Miles : 63,364 33

Driver : Hermandez, Joe Cyinn Green Tractor # : 107 Tote # : _____

Signature : Cyinn Green Trailer # : _____ Box # : _____

Job Comments/Equipment : Use pressure Washer to finish
cleaning Sumps and tanks

White (CES Office)

Yellow (CES Office / Billing)

Pink (CES Office / IFTA)

Golden Rod (Customer)

EPAHO093000399

UNIFORM HAZARDOUS WASTE MANIFEST		1. Generator ID Number TXD056267230	2. Page 1 of 1	3. Emergency Response Phone (713) 672-2401	4. Manifest Tracking Number 005596984 JJK			
5. Generator's Name and Mailing Address South Coast Terminals (Wallerville) 7401 Wallisville Road Houston, TX 77020			Generator's Site Address (if different than mailing address) South Coast Terminals (Wallerville) 7401 Wallisville Rd. Houston, TX 77020					
Generator's Phone: (713) 672-2401			Generator's Phone: (713) 672-2401					
6. Transporter 1 Company Name CE Environmental Services, Inc.			State ID 30900		U.S. EPA ID Number TXD008950461			
7. Transporter 2 Company Name					U.S. EPA ID Number			
8. Designated Facility Name and Site Address CE Environmental Services, Inc. 4904 Griggs Rd. Houston TX, 77021			State ID 30900		U.S. EPA ID Number TXD008950461			
Facility's Phone: (713) 676-1460								
9a. HM	9b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))		10. Containers		11. Total Quantity	12. Unit Wt./Vol.	13. Waste Codes	
			No.	Type				
	Non-HCRA/Non DOT regulated waste sludge (trench sludge)		1	TT	3000	G	93255191	
14. Special Handling Instructions and Additional Information Form ID: South Coast Terminals (Wallerville) Cleanup of stormwater & pump trenches		CES Job # - 06305						
15. GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations. If export shipment and I am the Primary Exporter, I certify that the contents of this consignment conform to the terms of the attached EPA Acknowledgment of Consent. I certify that the waste minimization statement identified in 40 CFR 262.27(a) (if I am a large quantity generator) or (b) (if I am a small quantity generator) is true.								
Generator's/Officer's Printed/Typed Name Belinda Adams		Signature Belinda Adams		Month Day Year 15 29 09				
16. International Shipments <input type="checkbox"/> Import to U.S. Transporter signature (for exports only):		<input type="checkbox"/> Export from U.S.		Port of entry/exit: Date leaving U.S.:				
17. Transporter Acknowledgment of Receipt of Materials Transporter 1 Printed/Typed Name Andres Soto		Signature Andres Soto		Month Day Year 15 29 09				
Transporter 2 Printed/Typed Name		Signature		Month Day Year				
18. Discrepancy								
18a. Discrepancy Indication Space <input type="checkbox"/> Quantity <input type="checkbox"/> Type <input type="checkbox"/> Residue <input type="checkbox"/> Partial Rejection <input type="checkbox"/> Full Rejection								
Manifest Reference Number:								
18b. Alternate Facility (or Generator) U.S. EPA ID Number								
Facility's Phone:								
18c. Signature of Alternate Facility (or Generator) Month Day Year								
19. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)								
1. 2. 3. 4.								
20. Designated Facility Owner or Operator: Certification of receipt of hazardous materials covered by the manifest except as noted in item 18a								
Printed/Typed Name CLINTON HOPKINS		Signature CLINTON HOPKINS		Month Day Year 15 29 09				



4904 Griggs Road
Houston, TX 77021
Tel. (713) 876-1460
Fax. (713) 876-1676

Transportation Work Ticket

Folder ID : South Coast Terminals (Wallisville)
Cleanout of stormwater & sump trenches

Date : 5/29/2009 Manifest # :
South Coast Terminals (Wallisville)
Client : Ticket : 86800
Phone : 7136722401 Consignee :

Transporter : CES Environmental Services, Inc.

Signature Beluch Daniel Signature

Leave CES Yard : 7:15 AM	Arrive At Destination
Arrive At Customer : 7:45 AM	Begin Unloading :
Begin Loading : 8:00 AM	Finish Unloading :
Finish Loading : 1:15 PM	Leave Destination :
Leave Customer : 1:30 PM	Arrive At CES Yard : 2:00 PM

Customer PO #:

Total Hours:

CES Unload: ☐

Gross Weight :	Ending Odometer : 260542
Tare Weight :	Beginning Odometer : 260518
Net Weight :	Total Miles : 24

Driver : Soto, Andre Tractor # : 105 AIR MACHINE Jote # :

Signature : Andre Soto Trailer # : Box # :

Job Comments/Equipment : REMOVED SOLIDS + LIQUIDS FROM TRENCHES, SUMPS, SEPARATOR, AND TANK 204 AS DIRECTED FROM BELINDA.

EQUIPMENT USED: 200 FT FLEX HOSE, 1 PRESSURE WASHER, TRK 105, 108, AND 109. FILLED 13 DYNAMIC WAC BOXES.

HERNANDEZ

SOTO

GREEN

White (CES Office)

Yellow (CES Office / Billing)

Pink (CES Office / IFTA)

Golden Rod (Customer)

EPAHO093000401

2526

Please print or type. (Form designed for use on elite (12-pitch) typewriter.)

Form Approved. OMB No. 2050-0039

UNIFORM HAZARDOUS WASTE MANIFEST		1. Generator ID Number TXD056267230	2. Page 1 of 1	3. Emergency Response Phone (713) 672-2401	4. Manifest Tracking Number 005596975 JJK	
5. Generator's Name and Mailing Address South Coast Terminals (Wallisville) 7401 Wallisville Road Houston, TX 77020 Generator's Phone: (713) 672-2401			Generator's Site Address (if different than mailing address) South Coast Terminals (Wallisville) 7401 Wallisville Rd. Houston, TX 77020 (713) 672-2401			
6. Transporter 1 Company Name CES Environmental Services, Inc.			State ID 30900		U.S. EPA ID Number TXD008950461	
7. Transporter 2 Company Name					U.S. EPA ID Number	
8. Designated Facility Name and Site Address CES Environmental Services, Inc. 4904 Griggs Rd. Houston TX, 77021 Facility's Phone: (713) 676-1460			State ID 30900		U.S. EPA ID Number TXD008950461	
GENERATOR	9a. HM	9b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))	10. Containers		11. Total Quantity	12. Unit Wt./Vol.
			No.	Type		
		Non-RCRA/Non DOT regulated waste sludge (trench sludge)	1	CM	17	Y
13. Waste Codes 93255191						
14. Special Handling Instructions and Additional Information Folder 10 : South Coast Terminals (Wallisville) cleanout of stormwater & sump trenches						
15. GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations. If export shipment and I am the Primary Exporter, I certify that the contents of this consignment conform to the terms of the attached EPA Acknowledgment of Consent. I certify that the waste minimization statement identified in 40 CFR 262.27(a) (if I am a large quantity generator) or (b) (if I am a small quantity generator) is true.						
Generator's/Offor's Printed/Typed Name: Belinda Adams Signature: <i>Belinda Adams</i> Month: 15 Day: 29 Year: 99						
INTL	16. International Shipments <input type="checkbox"/> Import to U.S. <input type="checkbox"/> Export from U.S. Port of entry/exit: _____ Date leaving U.S.: _____					
	17. Transporter Acknowledgment of Receipt of Materials					
TRANSPORTER	Transporter 1 Printed/Typed Name: Matthew Tucker Signature: <i>Matthew Tucker</i> Month: 2 Day: 29 Year: 09					
	Transporter 2 Printed/Typed Name: _____ Signature: _____ Month: _____ Day: _____ Year: _____					
DESIGNATED FACILITY	18. Discrepancy					
	18a. Discrepancy Indication Space <input type="checkbox"/> Quantity <input type="checkbox"/> Type <input type="checkbox"/> Residue <input type="checkbox"/> Partial Rejection <input type="checkbox"/> Full Rejection					
	Manifest Reference Number: _____					
	18b. Alternate Facility (or Generator)			U.S. EPA ID Number		
	Facility's Phone: _____					
18c. Signature of Alternate Facility (or Generator) _____ Month: _____ Day: _____ Year: _____						
19. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)						
1. H141		2. _____		3. _____		4. _____
20. Designated Facility Owner or Operator: Certification of receipt of hazardous materials covered by the manifest except as noted in Item 18a						
Printed/Typed Name: SAU BROWN Signature: <i>R</i> Month: 15 Day: 29 Year: 09						



**CES Environmental
Services, Inc.**

4904 Griggs Road
Houston, TX 77021
Tel. (713) 676-1480
Fax. (713) 676-1876

Transportation Work Ticket

Folder ID : South Coast Terminals (Wallisville)
cleanout of stormwater & sump trenches

Date : 5/29/2009 Manifest # : _____

South Coast Terminals (Wallisville)

Client : _____ Ticket : 55774

Phone : 7136722401 Consignee : CES Environmental Services, Inc.

Transporter : CES Environmental Services, Inc.

Signature Betide Adams

Signature _____

Leave CES Yard : 11:50

Arrive At Destination 2:00

Arrive At Customer : 12:50

Begin Unloading : _____

Begin Loading : 1:00

Finish Unloading : _____

Finish Loading : 1:15

Leave Destination : _____

Leave Customer : _____

Arrive At CES Yard : _____

Customer PO #:

Total Hours:

CES Unload: ☐

Gross Weight : _____

Ending Odometer : 132495

Tare Weight : _____

Beginning Odometer : 132469

Net Weight : _____

Total Miles : 26

Driver : Taylor, Matthew

Tractor # : 280

Tote # : _____

Signature : Taylor

Trailer # : 251

Box # : VB-2526

Job Comments/Equipment : _____

White (CES Office)

Yellow (CES Office / Billing)

Pink (CES Office / IFTA)

Golden Rod (Customer)

EPAHO093000403

UNIFORM HAZARDOUS WASTE MANIFEST		1. Generator ID Number TXD056267230	2. Page 1 of 1	3. Emergency Response Phone (713) 672-2401	4. Manifest Tracking Number 005596974 JJK	
5. Generator's Name and Mailing Address South Coast Terminals (Wallisville) 7401 Wallisville Road Houston, TX 77020 Generator's Phone: (713) 672-2401		Generator's Site Address (if different than mailing address) South Coast Terminals (Wallisville) 7401 Wallisville Rd. Houston, TX 77020				
6. Transporter 1 Company Name CES Environmental Services, Inc.		State ID 30900		U.S. EPA ID Number TXD008950461		
7. Transporter 2 Company Name				U.S. EPA ID Number		
8. Designated Facility Name and Site Address CES Environmental Services, Inc. 4904 Griggs Rd. Houston TX, 77021 Facility's Phone: (713) 676-1460		State ID 30900		U.S. EPA ID Number TXD008950461		
9a. HM	9b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))	10. Containers No. Type		11. Total Quantity	12. Unit Wt./Vol.	13. Waste Codes
	Non-RCRA/Non DOT regulated waste sludge (trench sludge)	1 CM		17	Y	93255191
2.						
3.						
4.						
14. Special Handling Instructions and Additional Information Folder ID: South Coast Terminals (Wallisville) cleanup of stormwater & sump trenches 1) HOU-1307 2) 3) 4)						
15. GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations. If export shipment and I am the Primary Exporter, I certify that the contents of this consignment conform to the terms of the attached EPA Acknowledgment of Consent. I certify that the waste minimization statement identified in 40 CFR 262.27(a) (if I am a large quantity generator) or (b) (if I am a small quantity generator) is true.						
Generator's/Officer's Printed/Typed Name B. Adam		Signature <i>B. Adam</i>		Month Day Year 15 12 09		
16. International Shipments <input type="checkbox"/> Import to U.S. <input type="checkbox"/> Export from U.S. Port of entry/exit: Date leaving U.S.:						
17. Transporter Acknowledgment of Receipt of Materials						
Transporter 1 Printed/Typed Name <i>Michael Taylor</i>		Signature <i>Michael Taylor</i>		Month Day Year 15 12 09		
Transporter 2 Printed/Typed Name		Signature		Month Day Year		
18. Discrepancy						
18a. Discrepancy Indication Space <input type="checkbox"/> Quantity <input type="checkbox"/> Type <input type="checkbox"/> Residue <input type="checkbox"/> Partial Rejection <input type="checkbox"/> Full Rejection						
Manifest Reference Number:						
18b. Alternate Facility (or Generator) U.S. EPA ID Number						
Facility's Phone:						
18c. Signature of Alternate Facility (or Generator) Month Day Year						
19. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)						
1. H141		2.		3.		4.
20. Designated Facility Owner or Operator: Certification of receipt of hazardous materials covered by the manifest except as noted in Item 18a						
Printed/Typed Name SAV Brown		Signature <i>SAV Brown</i>		Month Day Year 15 12 09		



SOUTHERN
CRUSHED CONCRETE

14329 Chrisman Road
Houston, Texas 77039
(281) 987-8789
Fax (281) 987-8791
www.scctx.com



Ticket No.:

2011879



UID: 1243609707

Griggs

Date: 5/29/2009 Time: 10:34:10AM
Customer: JB8L CES ENVIRONMENTAL SERVICES, INC
Order: 109898 WEIGH TRUCKS
P.O.:
Product: 010 WEIGH TRUCK
Carrier: Vehicle: 293

Gross: 36.74 ~ Tare: 0.01 * Net: 36.73 ~
~ Manual Weight, * P.T.

Loads Today: 1	Qty Today: 1.00	Load
Order Loads: 787	Qty To Date: 775.00	

Weighmaster: Daniel Sandoval

Delivery Instructions:
GROSS 73480 LBS



NOTICE: The carrier and customer are independent entities and are not for any purpose employees, agents, or representatives of Southern Crushed Concrete (SCC). The carrier and customer shall save and hold SCC harmless from all liability, damages, loss, claims, demands and/or actions of any nature which arise out of or are related to this transaction. It is the customary practice of SCC to scan and maintain electronic copies of signed tickets. Carrier and Customer agree that an electronic or scanned copy is as effective, valid and enforceable as the originally signed ticket.

Customer
Signature: _____

COPY 2 CUSTOMER Carrier
Signature: _____



SOUTHERN
CRUSHED CONCRETE

14329 Chrisman Road
Houston, Texas 77039
(281) 987-8789
Fax (281) 987-8791
www.scctx.com



Ticket No.:

2011879



UID: 1243609707

Griggs

Date: 5/29/2009 Time: 10:34:10AM
Customer: JB8L CES ENVIRONMENTAL SERVICES, INC
Order: 109898 WEIGH TRUCKS
P.O.:
Product: 010 WEIGH TRUCK
Carrier: Vehicle: 293

Gross: 36.74 ~ Tare: 0.01 * Net: 36.73 ~
~ Manual Weight, * P.T.

Loads Today: 1	Qty Today: 1.00	Load
Order Loads: 787	Qty To Date: 775.00	

Weighmaster: Daniel Sandoval

Delivery Instructions:
GROSS 73480 LBS



NOTICE: The carrier and customer are independent entities and are not for any purpose employees, agents, or representatives of Southern Crushed Concrete (SCC). The carrier and customer shall save and hold SCC harmless from all liability, damages, loss, claims, demands and/or actions of any nature which arise out of or are related to this transaction. It is the customary practice of SCC to scan and maintain electronic copies of signed tickets. Carrier and Customer agree that an electronic or scanned copy is as effective, valid and enforceable as the originally signed ticket.

Customer
Signature: _____

COPY 3 CARRIER Carrier
Signature: _____

EPAHO093000405



4904 Griggs Road
Houston, TX 77021
Tel. (713) 676-1460
Fax. (713) 676-1676

Transportation Work Ticket

Folder ID : South Coast Terminals (Wallisville)
cleanout of stormwater & sump trenches

Date : 5/29/2009 Manifest # :
South Coast Terminals (Wallisville)
Client : Ticket : 86773
Phone : 7136722401 CES Environmental Services, Inc.
Consignee :
CES Environmental Services, Inc.
Transporter :

Signature Bilinda Adams Signature

Leave CES Yard : 8:45	Arrive At Destination 10:30
Arrive At Customer : 9:20	Begin Unloading :
Begin Loading : 9:30	Finish Unloading :
Finish Loading : 10:00	Leave Destination :
Leave Customer :	Arrive At CES Yard :

Customer PO #:

Total Hours:

CES Unload: ☐

Gross Weight :	Ending Odometer : 132469
Tare Weight :	Beginning Odometer : 132446
Net Weight :	Total Miles : 23

Driver : Taylor, Matthew Tractor # : 280 Tote # :
Signature : Taylor Trailer # : 251 Box # : 102542

Job Comments/Equipment :

White (CES Office)

Yellow (CES Office / Billing)

Pink (CES Office / IFTA)

Golden Rod (Customer)

EPAHO093000406



4904 Griggs Road
Houston, TX 77021
Tel. (713) 676-1460
Fax. (713) 676-1676

Transportation Work Ticket

Folder ID : South Coast Terminals (Wallisville)
cleanout of stormwater & sump trenches

Date : 5/29/2009 Manifest # :
South Coast Terminals (Wallisville)
Client : Ticket : 36852
Phone : 7136722401 Consignee : CES Environmental Services, Inc.
CES Environmental Services, Inc.
Transporter :

Signature Signature

Leave CES Yard :	Arrive At Destination
Arrive At Customer : 9:25 AM	Begin Unloading :
Begin Loading : 1:25 PM	Finish Unloading :
Finish Loading : 1:25 PM	Leave Destination :
Leave Customer : 1:38	Arrive At CES Yard : 2:05

Field Tech 4 HR

Customer PO #:	Total Hours:	CES Unload: <input type="checkbox"/>
----------------	--------------	--------------------------------------

Gross Weight :	Ending Odometer :
Tare Weight :	Beginning Odometer :
Net Weight :	Total Miles :

Driver : J. Hernandez Tractor # : Tote # :
Signature : Trailer # : Box # : 25112

Job Comments/Equipment :

White (CES Office)

Yellow (CES Office / Billing)

Pink (CES Office / IFTA)

Golden Rod (Customer)

EPAHO093000407

12.08 Ton

TAK # 108 25112

UNIFORM HAZARDOUS WASTE MANIFEST		1. Generator ID Number TXD056267230		2. Page 1 of 1	3. Emergency Response Phone (713) 672-2401		4. Manifest Tracking Number 005596983 JJK	
5. Generator's Name and Mailing Address South Coast Terminals (Wallerville) 7401 Wallerville Road Houston, TX 77020 Generator's Phone: (713) 672-2401				Generator's Site Address (if different than mailing address) South Coast Terminals (Wallerville) 7401 Wallerville Rd. Houston, TX 77020 (713) 672-2401				
6. Transporter 1 Company Name CES Environmental Services, Inc.				State ID 30900		U.S. EPA ID Number TXD008950461		
7. Transporter 2 Company Name						U.S. EPA ID Number		
8. Designated Facility Name and Site Address CES Environmental Services, Inc. 4904 Griggs Rd. Houston TX, 77021 Facility's Phone: (713) 676-1480				State ID 30900		U.S. EPA ID Number TXD008950461		
9a. HM	9b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))			10. Containers No. Type		11. Total Quantity	12. Unit Wt./Vol.	13. Waste Codes
	Non-RCRA, Non DOT regulated waste sludge (trench sludge)			1 CM		17	Y	93258181
2.								
3.								
4.								
14. Special Handling Instructions and Additional Information Folder ID: South Coast Terminals (Wallerville) cleanup of stormwater & pump trenches CES Job # - 2077 2052								
15. GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations. If export shipment and I am the Primary Exporter, I certify that the contents of this consignment conform to the terms of the attached EPA Acknowledgment of Consent. I certify that the waste minimization statement identified in 40 CFR 262.27(a) (if I am a large quantity generator) or (b) (if I am a small quantity generator) is true.								
Generator's/Offoror's Printed/Typed Name Relinda Adams				Signature <i>Relinda Adams</i>		Month Day Year 15 10 09		
16. International Shipments <input type="checkbox"/> Import to U.S. <input type="checkbox"/> Export from U.S. Port of entry/exit: _____ Date leaving U.S.: _____								
17. Transporter Acknowledgment of Receipt of Materials Transporter 1 Printed/Typed Name J. Hernandez Signature <i>J. Hernandez</i> Month Day Year 5 29 09 Transporter 2 Printed/Typed Name _____ Signature _____ Month Day Year _____								
18. Discrepancy 18a. Discrepancy Indication Space <input type="checkbox"/> Quantity <input type="checkbox"/> Type <input type="checkbox"/> Residue <input type="checkbox"/> Partial Rejection <input type="checkbox"/> Full Rejection Manifest Reference Number: _____								
18b. Alternate Facility (or Generator) _____ U.S. EPA ID Number _____ Facility's Phone: _____								
18c. Signature of Alternate Facility (or Generator) _____ Month Day Year _____								
19. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)								
1. H141		2.		3.		4.		
20. Designated Facility Owner or Operator: Certification of receipt of hazardous materials covered by the manifest except as noted in item 18a Printed/Typed Name SAM BROWN Signature <i>SAM BROWN</i> Month Day Year 15 12 09								

INVOICE

Remit to:
DYNAMIC RENTAL SYSTEMS, LLC
2920 EAST X STREET
LA PORTE, TX 77571

INVOICE NUMBER: **0034952-IN**
INVOICE DATE: 05/29/2009
CUSTOMER #: 80-CES
S/O ORDER #:
ORDER DATE:
REP: GPIT

CUSTOMER

SOLD TO:

SHIP TO:

C.E.S. ENVIRONMENTAL
4904 GRIGGS RD
Houston, TX 77021

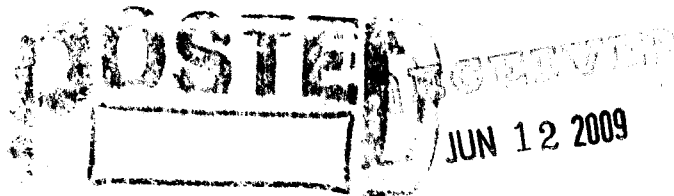
C.E.S. ENVIRONMENTAL
4904 GRIGGS RD
Houston, TX 77021

Comment:

CUSTOMER P.O.	ORDERED BY:	SHIP VIA	F.O.B.	TERMS		
Net 30						
ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORDER	PRICE	AMOUNT
/80-VB2565 VB2565 25 YD VACUUM BOX	DAYS	4.00	4.00	0.00	30.00	120.00
EQUIPMENT RENTAL 05/28/2009-05/31/2009						

505
Trans

Southcrest



Net Invoice: 120.00
Less Discount: 0.00
Freight: 0.00
Sales Tax: 9.60
Invoice Total: 129.60

ACCOUNTS RECEIVABLE CONTACT: BECKIE DAVIDSON 281-842-7368

EPAHO093000410

Remit to:
DYNAMIC RENTAL SYSTEMS, LLC
2920 EAST X STREET
LA PORTE, TX 77571

INVOICE

INVOICE NUMBER: **0034953-IN**
INVOICE DATE: 05/29/2009
CUSTOMER #: 80-CES
S/O ORDER #:
ORDER DATE:
REP: GPIT

CUSTOMER

SOLD TO:

SHIP TO:

C.E.S. ENVIRONMENTAL
4904 GRIGGS RD
Houston, TX 77021

C.E.S. ENVIRONMENTAL
4904 GRIGGS RD
Houston, TX 77021

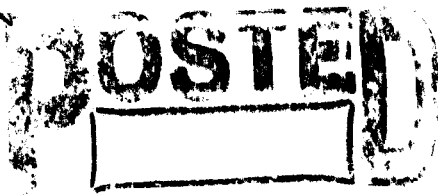
Comment:

CUSTOMER P.O.	ORDERED BY:	SHIP VIA	F.O.B.	TERMS
				Net 30

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORDER	PRICE	AMOUNT
/80-VB25112 VB25112 25 YD VACUUM BOX	DAYS	4.00	4.00	0.00	30.00	120.00

EQUIPMENT RENTAL 05/28/2009-05/31/2009

505
TRANS



JUN 12 2009

Southcoast



Net Invoice: 120.00
Less Discount: 0.00
Freight: 0.00
Sales Tax: 9.60
Invoice Total: 129.60

ACCOUNTS RECEIVABLE CONTACT: BECKIE DAVIDSON 281-842-7368

EPAHO093000411

Remit to:
DYNAMIC RENTAL SYSTEMS, LLC
2920 EAST X STREET
LA PORTE, TX 77571

INVOICE

INVOICE NUMBER: **0034955-IN**
INVOICE DATE: 05/29/2009
CUSTOMER #: 80-CES
S/O ORDER #:
ORDER DATE:
REP: GPIT

CUSTOMER

SOLD TO:

SHIP TO:

C.E.S. ENVIRONMENTAL
4904 GRIGGS RD
Houston, TX 77021

C.E.S. ENVIRONMENTAL
4904 GRIGGS RD
Houston, TX 77021

Comment:

CUSTOMER P.O.	ORDERED BY:	SHIP VIA	F.O.B.	TERMS		
				Net 30		
ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORDER	PRICE	AMOUNT
/80-VB2526 VB2526 25 YD VACUUM BOX	DAYS	3.00	3.00	0.00	30.00	90.00

EQUIPMENT RENTAL 05/29/2009-05/31/2009

SOS
Trans

Seacoast



RECEIVED
JUN 12 2009

Net Invoice: 90.00
Less Discount: 0.00
Freight: 0.00
Sales Tax: 0.00
Invoice Total: 90.00

ACCOUNTS RECEIVABLE CONTACT: BECKIE DAVIDSON 281-842-7368

EPAHO093000412

Remit to:
DYNAMIC RENTAL SYSTEMS, LLC
2920 EAST X STREET
LA PORTE, TX 77571

INVOICE

INVOICE NUMBER: **0034954-IN**

INVOICE DATE: 05/29/2009

CUSTOMER #: 80-CES

S/O ORDER #:

ORDER DATE:

REP: GPIT

CUSTOMER

SOLD TO:

SHIP TO:

C.E.S. ENVIRONMENTAL
4904 GRIGGS RD
Houston, TX 77021

C.E.S. ENVIRONMENTAL
4904 GRIGGS RD
Houston, TX 77021

Comment:

CUSTOMER P.O.	ORDERED BY:	SHIP VIA	F.O.B.	TERMS
				Net 30

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORDER	PRICE	AMOUNT
/80-MISC PRESSURE WASHER	EACH	5.00	5.00	0.00	50.00	250.00

EQUIPMENT RENTAL 05/28/2009-06/01/2009

EQUIPMENT RETURNED 06/01/2009

505
TRAMP

South Coast



RECEIVED
JUN 12 2009



Net Invoice: 250.00
Less Discount: 0.00
Freight: 0.00
Sales Tax: 20.01
Invoice Total: 270.01

ACCOUNTS RECEIVABLE CONTACT: BECKIE DAVIDSON 281-842-7368

EPAHO093000413



**CES Environmental
Services, Inc.**

4904 Griggs Road
Houston, TX 77021
Tel. (713) 676-1460
Fax. (713) 676-1676

May 27, 2009

5/28-6/2/09 ✓
done

**SouthCoast Terminals
Attn: Belinda Adame
7401 Wallisville Road
Houston, TX 77020**

RE: Cleaning of trenches and Tank 204

Dear Ms. Adame,

CES Environmental Services, Inc. appreciates the opportunity to present to you our proposal for the removal of trench sludge and wastewater from your tank #204 and trenches. Please find below our proposed scope of service and associated pricing for your consideration.

Scope of Service

- CES will provide a field service crew consisting on one supervisor and two field service technicians.
- The field service crew will pressure wash the inside of Tank #204, all grating, outlet box, and outfall area to remove any solids.
- The air machine will pump out the material from all areas into the vacuum boxes.
- Upon completion, the vacuum boxes will then be transported to CES Environmental Services where the waste will be disposed as per CES profile number 1307.
- CES will provide all proper shipping documents.

Estimated Pricing (Time and Materials)

Air Machine with Operator	10 Hours	\$125.00/hour	\$ 1,250.00*
Field Service Technician (2)	10 Hours	\$35.00/hour	\$ 700.00
Flex Hose	200 feet	\$ 2.00/foot	\$ 400.00
PPE (per man/day)	3 sets	\$30.00/set	\$ 90.00
Utility Truck and tools	1 Day	\$125.00/day	\$ 125.00*
Pressure Washer	1 Day	\$100.00/day	\$ 100.00
Vacuum box Delivery and Pickup	2 deliveries	\$175.00/box	\$ 350.00
Vacuum box rental	4 days/box	\$ 50.00/day/box	\$ 400.00
Vacuum box washout	2 washouts	\$ 275.00/box	\$ 550.00
Transportation to disposal	2 trips	\$ 425.00/box	\$ 850.00*
Disposal of Water and Sludge	25 yards	\$ 85.00/yard	\$ 2,125.00
	Estimated	Total	\$ 6,940.00



4904 Griggs Road
Houston, TX 77021
Tel. (713) 676-1460
Fax. (713) 676-1676

Conditions/Assumptions:

1. Above estimated total is based on estimated time and materials. You will be invoiced for actual time and materials utilized.
2. Above estimated total does not include fuel surcharge, energy surcharge or compliance fee.
3. A confined space entry will not be utilized. If the crew must enter the tank, a confined space entry permit will be needed at additional cost.
4. There is a four hour minimum on all field service jobs.
5. Any cancellations must be given 24 hour notice. Otherwise, a fee will be charged.
6. Transportation rate does not include any applicable fuel surcharges as per the U.S. Department of Energy National Diesel Average. Fuel surcharges are evaluated on a monthly basis. The current rate for May 2009 is 9.5%
7. Energy surcharge will be charged according to the national average utility pricing index on all disposal services. At the time of this quote, the energy surcharge is 0.00%. Rate is subject to change on a monthly basis.
8. A 1% Compliance surcharge will be charged in order to stay compliant with federal and state government requirements. This surcharge is applied against the entire invoice (including other surcharges and direct fees).

Thank you again for the opportunity and your interest in CES Environmental Services, Inc. If you have any questions or need additional assistance, feel free to contact me at (713) 748-9804.

Sincerely,
Dana R. Carter
Account Manager



**CES Environmental
Services, Inc.**

4904 Griggs Road
Houston, TX 77021
Phone: (713) 676-1460
Fax: (713) 676-1676

Invoice

Date	Invoice #
3/12/2009	54795

Bill To: South Coast Terminals
Attn: Accounts Payable
7401 Wallisville
Houston, TX 77020

P.O. No.	Terms	Project
4225	Net 30	WRF

Quantity	Description	Manifest #	Rate	Amount
5.25	03/03/09 Transportation services by CES @ \$70.00 per hour 9% Fuel Surcharge		70.00 33.08	367.50 33.08
1	Utility Truck & Tools @ \$125.00 per day		125.00	125.00
4.5	Field Technician 1-Man @ \$35.00 per hour		35.00	157.50
2	PPE 2-Men @ \$30.00 per day / per man		30.00	60.00T
1	Pressure Washer @ \$100.00 per day		100.00	100.00
10	Disposal of Non RCRA / Non DOT regulated waste sludge (trench sludge) @ \$75.00 per yard	5591841JK	75.00	750.00
	4% City of Houston Franchise Fee		16.03	16.03
	1% Compliance Fee		16.14	16.14
	CES job #82260,82259			

We appreciate your business!

Subtotal \$1,625.25

Late Payment Policy: Any unpaid balances beginning on the 30th day after the account is due will accrue a per annum interest rate of 7.5%, unless otherwise stated in a formalized contract.

Sales Tax (8.0%) \$4.80

Total \$1,630.05

EPAHO093000416

CES Environmental Services

Container / Tank Cleaning Division

4904 Griggs Rd. • Houston, TX 77021

Phone: (713) 676-1460 • Fax: (713) 676-1676

South Coast (WALLISVILLE)

TANK WASH WORK ORDER

24290

Cleanup of Stormwater Pump

PO # 82240	Customer: CES	Date: 3-3-09
Tractor	Address:	Time:
Trailer / Container Number 270	Dropped By:	Need By:

CONTAINER TYPE: ☐ TOTE BIN ☐ ROLL DOOR BOX ☐ ISO CONTAINER ☐ DRY BULK
☒ TANK TRAILER ☐ ROLL TARP BOX ☐ VACUUM BOX ☐ FRAC TANK ☐ POLY TANK ☐ VACUUM TRUCK

Compartment #	Last Contained	Heel - Hazardous	Heel - Non-Haz	Drum / Rolloff
1	Oil & Water			
2				
3				
4				
5				

CLEANING CODES	WORK PERFORMED	TANK ENTRY PERMIT
1 Air Dry		Oxygen (19.5% -23.5%) #1____ #2____ #3____ #4____ #5____
2 Quick Rinse		LEL (<10%) #1____ #2____ #3____ #4____ #5____
3 Cold Water Rinse		CO ₂ (<35 ppm) #1____ #2____ #3____ #4____ #5____
4 Hot Water Rinse		Toxic Vapor #1____ #2____ #3____ #4____ #5____
5 Steam Only (Per Hour)		Signature: _____
6 Steam & Dry		Stripper Usage: _____
7 Rinse, Steam & Dry		
8 Detergent Wash, Rinse & Dry		Comments: _____
9 Caustic Wash & Dry		
10 Caustic Wash, Rinse & Dry		
11 Waste Water Surcharge		
12 Solvent Wash (Diesel # Hours)		
13 Solvent Wash (Stripper)		
14 Exterior Tractor Wash		
15 Exterior Trailer Wash (w/o Internal)		
16 Exterior Trailer Wash (with Internal)		
17 Exterior Acid Brite Wash		Authorized Additional Services: _____
18 Hand Labor (# Men / # Hours)		
19 Hydroblaster (# Hours)		
20 Solvent Wash (Green Stripper)		
21 Passivation		
Hose Cleaning		
Pump Cleaning		

Cleaned By: JR Date 3-3-09

Inspected By: _____ Date _____

CES Environmental Services, Inc., Cleaning Division, makes no guarantees with respect to the thoroughness of the tank washing procedure or the total elimination of interior residues and/or moisture. Final inspection of the equipment remains the responsibility of the customer, and they hereby release CES Environmental Services, Inc., Cleaning Division, from any responsibility for claims arising from any allegations that the equipment was improperly cleaned, resulting in damage or loss.

CES Environmental Services, Inc., Cleaning Division, is in no manner responsible for any damages or losses of equipment and/or materials left in their yard.

Print Name: _____ Date _____

Signature: _____

EPAHO093000417



4904 Griggs Road
Houston, TX 77021
Tel. (713) 676-1460
Fax. (713) 676-1676

February 4, 2009

SouthCoast Terminals
Attn: Frank Layne
7401 Wallisville Road
Houston, TX 77020

RE: Cleaning of tank holding trench sludge and wastewater

Dear Mr. Layne,

CES Environmental Services, Inc. appreciates the opportunity to present to you our proposal for the removal of trench sludge and wastewater from your tank. Please find below our proposed scope of service and associated pricing for your consideration.

Scope of Service

- CES will provide a field service crew consisting on one supervisor and one technician. In addition, a vacuum trailer and driver will assist in the job.
- The field service crew will pressure wash the inside of the tank to remove any solids.
- The vacuum truck will pump out the material from the valve at the bottom of the tank.
- The waste will be disposed of at CES Environmental Services Inc under profile number 1307.
- CES will provide all proper shipping documents.

Estimated Pricing (Time and Materials)

Description	Estimated Qty.	Price	Total
Vacuum Truck with Operator	8 Hours	\$70.00/hour	\$ 560.00*
Field Service Supervisor	8 Hours	\$40.00/hour	\$ 320.00
Field Service Technician (1)	8 Hours	\$35.00/hour/man	\$ 280.00
PPE (per man/day)	3 sets	\$30.00/set	\$ 90.00
Utility Truck and tools	1 Day	\$125.00/day	\$ 125.00*
Pressure Washer	1 Day	\$100.00/day	\$ 100.00
	Estimated	Total	\$ 1,475.00

Conditions/Assumptions:

1. Above estimated total is based on estimated time and materials. You will be invoiced for actual time and materials utilized.

EPAHO093000418



**CES Environmental
Services, Inc.**

4904 Griggs Road
Houston, TX 77021
Tel. (713) 676-1460
Fax. (713) 676-1676

2. Above estimated total does not include fuel surcharge, energy surcharge or compliance fee.
3. A confined space entry will not be utilized. If the crew must enter the tank, a confined space entry permit will be needed at additional cost.
4. Pricing and time is based on the ability to pump from the bottom valve. CES was told this valve is clear and usable.
5. There is a four hour minimum on all field service jobs.
6. Any cancellations must be given 24 hour notice. Otherwise, a fee will be charged.
7. Transportation rate does not include any applicable fuel surcharges as per the U.S. Department of Energy National Diesel Average. Fuel surcharges are evaluated on a monthly basis. The current rate for January 2009 is 12.5%
8. Energy surcharge will be charged according to the national average utility pricing index on all disposal services. At the time of this quote, the energy surcharge is 0.60%. Rate is subject to change on a monthly basis.
9. A 1% Compliance surcharge will be charged in order to stay compliant with federal and state government requirements. This surcharge is applied against the entire invoice (including other surcharges and direct fees).

Thank you again for the opportunity and your interest in CES Environmental Services, Inc. If you have any questions or need additional assistance, feel free to contact me at (713) 748-9804.

Sincerely,
Dana R. Carter
Account Manager

February 4, 2009

SouthCoast Terminals
Attn: Frank Layne
7401 Wallisville Road
Houston, TX 77020

RE: Disposal of trench sludge and wastewater

Dear Mr. Layne,

CES Environmental Services, Inc. appreciates the opportunity to present to you our proposal for the disposal of trench sludge from your tank cleaning project. Please find below our proposed scope of service and associated pricing for your consideration.

Estimated Costs

- | | |
|------------------------------|---------------|
| ▪ Transportation Services: | \$ 70.00/hour |
| ▪ Disposal of trench sludge: | \$ 85.00/yard |

Conditions/Assumptions:

1. There is a four hour minimum on all transportation services.
2. Any cancellations must be given 24 hour notice. Otherwise, a fee will be charged.
3. Transportation rate does not include any applicable fuel surcharges as per the U.S. Department of Energy National Diesel Average. Fuel surcharges are evaluated on a monthly basis. The current rate for January 2009 is 12.5%
4. Energy surcharge will be charged according to the national average utility pricing index on all disposal services. At the time of this quote, the energy surcharge is 0.60%. Rate is subject to change on a monthly basis.
5. A 1% Compliance surcharge will be charged in order to stay compliant with federal and state government requirements. This surcharge is applied against the entire invoice (including other surcharges and direct fees).

Thank you again for the opportunity and your interest in CES Environmental Services, Inc. If you have any questions or need additional assistance, feel free to contact me at (713) 748-9804.

Sincerely,
Dana R. Carter
Account Manager

DYNAMIC

Rental Systems

1400 South 16th Street
LaPorte, Texas
ph: 281-842-RENT
fax: 281-842-7369
www.dynamicrentalsystems.com

EQUIPMENT RENTAL CONTRACT

50398

EQUIPMENT DESCRIPTION

Frac-Tank

Unit Number:

FT-520

6-4-09

Customer	6-4-09	PO Number:
Ordered By	Date	Location Used: Port Arthur

Item Description	Sales Order No.	Number	Unit Cost	Total
Delivery OF Frac-Tank				
Subtotal	START	END		
Sales Tax, 8.25%	0715	1200		
Total				

Hours exceeding above usage will be billed at an 10% per hour of the daily rental rate. These rates do not include applicable taxes, fuel, transportation, cleaning or disposal charges. Equipment must be returned full of fuel. Fuel replacement charges billed \$5.00 per gallon if not returned full of fuel. Equipment must be returned in a condition to be rented to the next customer. Equipment / accessories not returned or ruined will be charged at listed rates. Equipment returned in a condition that prohibits us from renting to another customer will remain on rent until condition is remedied. Equipment that is returned in a condition that prohibits us from renting to another customer can be remedied by the the rental customer or Dynamic at the published rates included with this document.

I acknowledge that I fully understand the terms and conditions of this agreement. I also understand that all rental equipment issued to me must be returned in a condition that enables DRS to rent to the next customer. Failure to do so will result in additional rental costs.

X Anthony Brown Printed Name Anthony Brown Customer Signature 6-4-09 Date 6-4-09 Date
For Dynamic Rental Systems, LLC

ISSUED ITEMS			CLEANING CHARGES
Item Description	Number	Rate	These rates will be charged if the rental customer wants DRS to return the equipment to "ready to rent" condition:
PIPING, (describe)			Interior \$ 75.00
			Exterior wash \$ 150.00
			Heavy duty cleaning Cost plus 20%
FITTINGS, (describe)			Tank wash and disposal Cost plus 20%
			Hydroblasting Cost plus 20%
			*REGULATORY FORMS
			Lessee must return all DRS / regulatory paperwork at return.
			Failure to do so will result in additional charges shown below:
Trailer Package			DOT Cab Card \$ 25.00
100' of 6" hard pipe			IFTA License \$ 10.00
1 section smooth wall hose			Our Vehicle Insurance Card \$ 5.00
10 band locking rings			Proof of DOT Inspection \$ 25.00
1 - 45 adaptor fitting			Emergency Contact Information \$ 5.00
1 - 90 adaptor fitting			Tank Certification, (if applicable) \$ 10.00
2 vacuum box flanges			Entire Contents of Binder and Binder \$ 100.00
2 tiedowns			***This information is kept in a binder and is in each truck.***
DELIVERY CHARGE			

This rental equipment is accepted in perfect condition except where noted. It is my responsibility to return in the same condition. Only authorized operators may use this equipment. Only properly licensed drivers may drive the vehicle.

Equipment Released to: Anthony Brown Signature 6-4-09 Date
Print Name Signature Date
Dynamic Rental Systems, LLC Date

Equipment Returned by: _____
Print Name Signature Date
Dynamic Rental Systems, LLC Date

EPAHO093000421



**CES Environmental
Services, Inc.**

4904 Griggs Road
Houston, TX 77021
Phone: (713) 676-1460
Fax: (713) 676-1676

copy

Invoice

Date	Invoice #
3/12/2009	54795

Bill To: South Coast Terminals
Attn: Accounts Payable
7401 Wallisville
Houston, TX 77020

		P.O. No.	Terms	Project	
			Net 30	WRF	
Quantity	Description	Manifest #	Rate	Amount	
5.25	03/03/09 Transportation services by CES @ \$70.00 per hour 9% Fuel Surcharge		70.00 33.08	367.50 33.08	
1	Utility Truck & Tools @ \$125.00 per day		125.00	125.00	
4.5	Field Technician 1-Man @ \$35.00 per hour		35.00	157.50	
2	PPE 2-Men @ \$30.00 per day / per man		30.00	60.00T	
1	Pressure Washer @ \$100.00 per day		100.00	100.00	
10	Disposal of Non RCRA / Non DOT regulated waste sludge (trench sludge) @ \$75.00 per yard	5591841JJK	75.00	750.00	
	4% City of Houston Franchise Fee		16.03	16.03	
	1% Compliance Fee		16.14	16.14	
	CES job #82260,82259				
We appreciate your business!		Subtotal		\$1,625.25	
Late Payment Policy: Any unpaid balances beginning on the 30th day after the account is due will accrue a per annum interest rate of 7.5%, unless otherwise stated in a formalized contract.		Sales Tax (8.0%)		\$4.80	
		Total		\$1,630.05	

EPAHO093000422

UNIFORM HAZARDOUS WASTE MANIFEST		1. Generator ID Number TXD056267230		2. Page 1 of 1	3. Emergency Response Phone (713) 672-2401		4. Manifest Tracking Number 005591841 JJK	
		5. Generator's Name and Mailing Address South Coast Terminals (Wallisville) 7401 Wallisville Road Houston, TX 77020 Generator's Phone: (713) 672-2401		State ID: 31413		Generator's Site Address (if different than mailing address) South Coast Terminals (Wallisville) 7401 Wallisville Rd. Houston, TX 77020 (713) 672-2401		
6. Transporter 1 Company Name CES Environmental Services, Inc.		State ID 30900		U.S. EPA ID Number TXD008950461				
7. Transporter 2 Company Name				U.S. EPA ID Number				
8. Designated Facility Name and Site Address CES Environmental Services, Inc. 4904 Griggs Rd. Houston TX, 77021 Facility's Phone: (713) 676-1460		State ID 30900		U.S. EPA ID Number TXD008950461				
9a. HM	9b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))			10. Containers No. Type		11. Total Quantity	12. Unit Wt./Vol.	13. Waste Codes
	1. Non-RCRA/Non DOT regulated waste sludge (trench sludge)			1 CM		2028	* GAL	93255191
	2.							
	3.							
	4.							
14. Special Handling Instructions and Additional Information Folder ID: South Coast Terminals (Wallisville) Cleanout of stormwater & sump trenches				CES Job # - 82260				
1) HOU-1307				2)		3)		4)
15. GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations. If export shipment and I am the Primary Exporter, I certify that the contents of this consignment conform to the terms of the attached EPA Acknowledgment of Consent. I certify that the waste minimization statement identified in 40 CFR 262.27(a) (if I am a large quantity generator) or (b) (if I am a small quantity generator) is true.								
Generator's/Officer's Printed/Typed Name FRANK LAYNE				Signature <i>[Signature]</i>		Month Day Year 03 03 09		
16. International Shipments <input type="checkbox"/> Import to U.S. <input type="checkbox"/> Export from U.S.				Port of entry/exit: Date leaving U.S.:				
Transporter signature (for exports only):								
17. Transporter Acknowledgment of Receipt of Materials								
Transporter 1 Printed/Typed Name Matthew Taylor				Signature <i>[Signature]</i>		Month Day Year 3 3 09		
Transporter 2 Printed/Typed Name				Signature		Month Day Year		
18. Discrepancy								
18a. Discrepancy Indication Space <input type="checkbox"/> Quantity <input type="checkbox"/> Type <input type="checkbox"/> Residue <input type="checkbox"/> Partial Rejection <input type="checkbox"/> Full Rejection				Manifest Reference Number:				
18b. Alternate Facility (or Generator)				U.S. EPA ID Number				
Facility's Phone:								
18c. Signature of Alternate Facility (or Generator)						Month Day Year		
19. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)								
1. H135		2.		3.		4.		
20. Designated Facility Owner or Operator: Certification of receipt of hazardous materials covered by the manifest except as noted in Item 18a								
Printed/Typed Name SAM BROWN				Signature <i>[Signature]</i>		Month Day Year 3 3 09		

UNIFORM HAZARDOUS WASTE MANIFEST		1. Generator ID Number TXD056267230	2. Page 1 of 1	3. Emergency Response Phone (713) 672-2401	4. Manifest Tracking Number 005591841 JJK			
5. Generator's Name and Mailing Address South Coast Terminals (Wallerville) 7401 Wallerville Road Houston, TX 77020 Generator's Phone: (713) 672-2401			Generator's Site Address (if different than mailing address) South Coast Terminals (Wallerville) 7401 Wallerville Rd Houston, TX 77020 (713) 672-2401					
6. Transporter 1 Company Name CES Environmental Services, Inc.			State ID 30900		U.S. EPA ID Number TXD008950461			
7. Transporter 2 Company Name					U.S. EPA ID Number			
8. Designated Facility Name and Site Address CES Environmental Services, Inc. 4904 Griggs Rd. Houston TX, 77021 Facility's Phone: (713) 676-1460			State ID 30900		U.S. EPA ID Number TXD008950461			
9a. HM	9b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))		10. Containers		11. Total Quantity	12. Unit Wt./Vol.	13. Waste Codes	
			No.	Type				
	Non-RCRA/Non DOT regulated waste sludge (trench sludge)		1	CM	2028	gal	90255191	
	2.							
	3.							
4.								
14. Special Handling Instructions and Additional Information Clearout of stormwater & sump trenches CES Job # - 82260								
15. GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations. If export shipment and I am the Primary Exporter, I certify that the contents of this consignment conform to the terms of the attached EPA Acknowledgment of Consent. I certify that the waste minimization statement identified in 40 CFR 262.27(a) (if I am a large quantity generator) or (b) (if I am a small quantity generator) is true.								
Generator's/Officer's Printed/Typed Name FRANK LEYNE			Signature <i>[Signature]</i>		Month Day Year 03 03 09			
16. International Shipments <input type="checkbox"/> Import to U.S. <input type="checkbox"/> Export from U.S. Port of entry/exit: _____ Date leaving U.S.: _____								
17. Transporter Acknowledgment of Receipt of Materials								
Transporter 1 Printed/Typed Name Matthew Taylor			Signature <i>[Signature]</i>		Month Day Year 3 3 09			
Transporter 2 Printed/Typed Name			Signature		Month Day Year			
18. Discrepancy								
18a. Discrepancy Indication Space <input type="checkbox"/> Quantity <input type="checkbox"/> Type <input type="checkbox"/> Residue <input type="checkbox"/> Partial Rejection <input type="checkbox"/> Full Rejection								
Manifest Reference Number:								
18b. Alternate Facility (or Generator)							U.S. EPA ID Number	
Facility's Phone:								
18c. Signature of Alternate Facility (or Generator)							Month Day Year	
19. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)								
1. H135		2.		3.		4.		
20. Designated Facility Owner or Operator: Certification of receipt of hazardous materials covered by the manifest except as noted in item 18a								
Printed/Typed Name SAU BROWN			Signature <i>[Signature]</i>		Month Day Year 3 3 09			

193706

South Coast Terminals

Custom Chemical and Lubricant Services
Blending/Finishing/Packaging/Bulk Storage



10380 1b STEERING

13740 1b DRIVES

9620 1b TRAILER

33740 1b TOTAL WT

WORK ORDER #

CARRIER

COMMODITY

TRACTOR # 280

TRAILER #

South Coast Terminals, Inc. • 7401 Wallisville Road • Houston, Texas 77020-3595 • Phone: 713/672-2401

EPAHO093000425

193720

Custom Chemical and Lubricant Services
Blending/Finishing/Packaging/Bulk Storage

South Coast Terminals



10680 1b STEERING

20740 1b DRIVES

19240 1b TRAILER

50660 1b TOTAL WT

- 33740

16,920 = 2028 GAL

WORK ORDER #

CARRIER

COMMODITY

TRACTOR #

TRAILER #

CES

South Coast Terminals, Inc. • 7401 Wallisville Road • Houston, Texas 77020-3595 • Phone: 713/672-2401

EPAHO093000426



**CES Environmental
Services, Inc.**

4804 Griggs Road
Houston, TX 77024
Tel. (713) 676-1480
Fax. (713) 676-1676

Transportation Work Ticket

Folder ID : South Coast Terminals (Wallisville)
Cleanout of stormwater & sump trenches

Date : 3/31/2009 Manifest # : _____

South Coast Terminals (Wallisville)

Client : _____ Ticket : 82260

Phone : 7136722401 Consignee : CES Environmental Services, Inc.

CES Environmental Services, Inc.

Transporter : _____

Signature 

Signature _____

Leave CES Yard : 8:00

Arrive At Destination 1:15

Arrive At Customer : 8:30

Begin Unloading : _____

Begin Loading : 9:30

Finish Unloading : 1:15

Finish Loading : 12:00

Leave Destination : _____

Leave Customer : _____

Arrive At CES Yard : 1:15

Customer PO #:

4225

Total Hours:

5.5

CES Unload:



Gross Weight : _____

Ending Odometer : 264800

Tare Weight : _____

Beginning Odometer : 264723

Net Weight : _____

Total Miles : 27

Driver : Taylor, Matthew

Tractor # : 280

Tote # : _____

Signature : 

Trailer # : 260

Box # : _____

ish Comments/Equipment : _____

White (CES Office)

Yellow (CES Office / Billing)

Pink (CES Office / IFTA)

Golden Rod (Customer)

EPAHO093000427



CES Environmental
Services, Inc.

4904 Griggs Road
Houston, TX 77021
Tel. (713) 876-1480
Fax (713) 876-1676

Transportation Work Ticket

Folder ID : South Coast Terminals (Wallisville)
Cleanout of stormwater & sump trenches

Date : 3/3/2009 Manifest # : _____

South Coast Terminals (Wallisville)

Client : _____ Ticket : 82259

Phone : 7136722401 Consignee : _____

CES Environmental Services, Inc.

Transporter : _____

Signature Al Fz

Signature _____

Leave CES Yard : 8:40 AM

Arrive At Destination _____

Arrive At Customer : 9:05 AM

Begin Unloading : _____

Begin Loading : 9:35 AM

Finish Unloading : _____

Finish Loading : 12:00 PM

Leave Destination : _____

Leave Customer : 12:20 PM

Arrive At CES Yard : 1:15pm

Customer PO #:

4225

Total Hours:

4.50

CES Unload: ☐

Gross Weight : _____

Ending Odometer : 109675

Tare Weight : _____

Beginning Odometer : 109663

Net Weight : _____

Total Miles : 12

Driver : Soto, Andre

Tractor # : 103

Tote # : _____

Signature : Andres Soto

Trailer # : _____

Box # : _____

Job Comments/Equipment : _____

Tank cleaning we used
1 Pressure washer
Helper J. Ramirez

White (CES Office)

Yellow (CES Office / Billing)

Pink (CES Office / IFTA)

Golden Rod (Customer)

EPAHO093000428

CES Environmental Services Inc.
4904 Griggs Road
Houston, TX 77021
Phone: 713-676-1460
Fax: 713-676-1676

August 18, 2008

South Coast Terminal
 7401 Wallisville Rd.
 Houston, TX 77020

Attn: Belinda
 Re: Cleaning of Storm Water & Sump Trenches

Dear Belinda:

Per our discussions we have reviewed the scope of work performed and have come up with the following costs associated with providing the service previously agreed upon for clean the trenches and storm drains. We hope that the services performed were to South Coast Terminals satisfaction.

Removal of Sludge & Pressure Wash Drain + Disposal			
Technician	9 hours	\$ 28.00	\$252.00
Air Mover with Operator	9 hours	\$125.00	\$1125.00
Fuel Surcharge	1 each	41.5%	\$467.00
6" Flex Hose	250 feet	\$ 2.00	\$500.00
Pressure Washer (2) and Hand Tools	2 days	\$275.00	\$550.00
Soap (Red-Concentrated)	10 gallons	\$ 15.00	\$150.00
Disposal Class I Non-Haz. Sludge	20 yards	\$85	\$1700.00
PPE	2 men	\$25/day	\$100.00
Empty Box Delivery & P/U	1	\$175/box	\$175.00
Washout	1	\$275.00/box	\$275.00
Delivery to Disposal facility	1	\$425	\$425.00
Fuel Surcharge for delivery	1 each	41.5%	\$176.00
		Job Total	\$5,895.00
State Compliance fee	1 each	1%	\$58.95
		Grand total	\$5953.95

CES Environmental Services, Inc.

4904 Griggs Road

Houston, TX 77021

ella.
JFD - This is how I bid the project. The second box was because we had a leak on the first.
Thank
Ken

EPAHO093000429

South Coast Terminals Inc
August 18, 2008
Page 2 of 2

As always, we value our continued partnership. Upon review of the services listed above, please provide a purchase order number. If you have any questions or comments, please feel free to contact me at 713-240-4112.

Sincerely,

Ken Noakes
Account Manager



**CES Environmental
Services, Inc.**

4904 Griggs Road
Houston, TX 77021
Phone: (713) 676-1460
Fax: (713) 676-1676

copy

Invoice

Date	Invoice #
9/3/2008	49289

Bill To: South Coast Terminals
Attn: Accounts Payable
7401 Wallisville
Houston, TX 77020

		P.O. No.	Terms	Project	
		3397	Net 30		
Quantity	Description	Manifest #	Rate	Amount	
	8/12/08				
2	Delivery of Vacuum Boxes #279110 & 276058 @ \$175.00 trip fee		175.00	350.00T	
	41.5% Fuel Surcharge		145.25	145.25	
10.5	Air Machine w/Operator @ \$125.00 per hour		125.00	1,312.50	
	41.5% Fuel Surcharge		544.69	544.69	
21	Field Technicians: 2 men at 10.5 hrs each @ \$28.00 per hour / per man		28.00	588.00	
100	Job Materials: 6" Flex Hose @ \$2.00 per ft.		2.00	200.00T	
3	Job Materials: PPE 3 men @ \$25.00 per man / per day		25.00	75.00T	
8	Job Materials: Red Soap @ \$15.00 per gallon		15.00	120.00T	
1	Equipment Use: Pressure Washer		137.50	137.50	
	8/14/08				
1	Transportation services by CES to disposal facility @ \$425.00 per load		425.00	425.00	
	41.5% Fuel Surcharge		176.38	176.38	
20	Disposal of Non-RCRA waste sludge (trench sludge) @ \$85.00 per yd	4255124JJK	85.00	1,700.00	
1	Washout of Vacuum Box #279110		275.00	275.00	
We appreciate your business!		Subtotal			
Late Payment Policy: Any unpaid balances beginning on the 30th day after the account is due will accrue a per annum interest rate of 6%, unless otherwise stated in a formalized contract.		Sales Tax (8.0%)			
		Total			



**CES Environmental
Services, Inc.**

4904 Griggs Road
Houston, TX 77021
Phone: (713) 676-1460
Fax: (713) 676-1676

Invoice

Date	Invoice #
9/3/2008	49289

Bill To: South Coast Terminals
Attn: Accounts Payable
7401 Wallisville
Houston, TX 77020

P.O. No.	Terms	Project
3397	Net 30	

Quantity	Description	Manifest #	Rate	Amount
1	8/18/08 Return Vacuum box #279110 off rent @ \$175.00 trip fee 41.5% Fuel Surcharge 4% City of Houston Franchise Fee 1% Compliance Fee No Charge to South Coast Terminals for Vacuum Box #276058 Rental, Return or disposal CES job #69462, 70184, 70090		175.00 72.63 7.23 63.78	175.00T 72.63 7.23 63.78

We appreciate your business!

Subtotal \$6,367.96

Late Payment Policy: Any unpaid balances beginning on the 30th day after the account is due will accrue a per annum interest rate of 6%, unless otherwise stated in a formalized contract.

Sales Tax (8.0%) \$73.60

Total \$6,441.56



4904 Griggs Road
Houston, TX 77021
Tel. (713) 676-1460
Fax. (713) 676-1676

Transportation Work Ticket

Folder ID : South Coast Terminals (Wallisville)
cleanout of stormwater & sump trenches

Date : 8/12/2008 Manifest # : _____

South Coast Terminals (Wallisville)

Client : _____ Ticket : 69462

Phone : 7136722401 Consignee : CES Environmental Services, Inc.

CES Environmental Services, Inc.

Transporter : _____

Signature B. Adams

Signature _____

Leave CES Yard : 7:00 am	Arrive At Destination _____
Arrive At Customer : 7:30 am	Begin Unloading : _____
Begin Loading : 7:45 am	Finish Unloading : _____
Finish Loading : 4:30 pm	Leave Destination : _____
Leave Customer : 5:15 pm	Arrive At CES Yard : 6:30 pm

Customer PO #: _____	Total Hours: _____	CES Unload: <input type="checkbox"/>
----------------------	--------------------	--------------------------------------

Gross Weight : _____	Ending Odometer : _____
Tare Weight : _____	Beginning Odometer : 176718
Net Weight : _____	Total Miles : _____

Driver : Hernandez, Joe Tractor # : 104 Tote # : _____

Signature : J. Hernandez Trailer # : _____ Box # : 1ST

Job Comments/Equipment : REMOVED ALGAE AND OILY WATER FROM
SUMPS AND TRENCH AS DIRECTED FROM BALINDA.
EQUIPMENT USED: 1 SEC OF 6" FLEX HOSE, 1 PRESSURE WASHER
12 FT UAC BOX # 279110, 276058

Field Techs
Dashawn Clifford

White (CES Office)

Yellow (CES Office / Billing)

Pink (CES Office / IFTA)

Golden Rod (Customer)

EPAHO093000433

DRIVER: OUTBOUND

QUALITY ASSURANCE AND SAFETY CHECKLIST

BRANCH NO. 17DATE 8-12-08RENTAL / SALES ORDER No. 0114126

227350

- This unit has been inspected and is operationally "fit for use" within the scope and limitations of its intended use.
- Any relevant delivery concerns / condition(s) must be clearly documented in the "COMMENTS" SECTION.
- **Damages beyond normal wear and tear will be billed to the renter.** Renter's Initials JH
- PUMP UNITS: RENTOR IS ALSO RESPONSIBLE TO CHECK ALL FLUID AND OIL LEVELS AND CHANGE OIL FILTER EVERY 150-HOURS OF OPERATION.**
- TANKS: CUSTOMER IS RESPONSIBLE TO ASSURE PV VALVE IS NOT BLOCKED OFF OR MODIFIED AND ONLY MATERIALS AS SPECIFIED ON THE RENTAL AGREEMENT ARE STORED IN UNIT!**
- RENTOR IS RESPONSIBLE TO ASSURE RENTAL UNIT IS NOT MODIFIED WHILE IN THEIR CUSTODIAL CARE.**

CUSTOMER NAME: <u>CES South Coast Terminal</u>	RENTAL CUSTOMER'S NUMBER: <u>171290</u>
DELIVERY ADDRESS/LOCATION: <u>7401 wallisville RD Houston</u>	
UNIT MODEL: <u>75yd Vac Box</u>	UNIT SERIAL NUMBER: <u>279110</u>
ADDITIONAL DELIVERY COMMENTS:	

DELIVERED BY: Daylon Blake
PRINT NAME AND INITIALRECEIVED BY: J. Hernandez
PRINT NAME AND INITIAL

FORM No. 306 (REVISED 1/04/2005)

READY TO RENT: INSPECTED BY: _____

CERTIFIED BY: TeoDATE: 8/8/08

✓ CHECKED BOX INDICATES SPECIFIED ITEM AND RELATED ACCESSORIES HAVE BEEN INSPECTED AND ARE IN 'READY TO RENT' CONDITION - DETAILS ON BACKSIDE.

M E C H A N I C	<input checked="" type="checkbox"/> ALL UNITS [AS APPLICABLE]	<input type="checkbox"/> PAINT, CONDITION	<input type="checkbox"/> Exterior Structural Condition	<input type="checkbox"/> INTERIOR STRUCTURAL CONDITION	<input type="checkbox"/> Electrical Components	<input type="checkbox"/> Mechanical Components	
	<input type="checkbox"/> Rolling Chassis and/or Trailer Assembly	<input type="checkbox"/> LADDERS & SAFETY RAILS/CHAINS	<input type="checkbox"/> VALVES, HANDLES, FLANGES & SEATS				
	<input type="checkbox"/> ALWAYS ENSURE THAT ALL HATCHES, LADDERS AND RAILS ARE SECURELY FASTENED DOWN BEFORE MOVING UNIT!						
	PUMP UNITS:						
	<input type="checkbox"/> Fuel Level:	OUT [Delivery] _____	IN [Return] _____	<input type="checkbox"/> Operating time [HR Meter	OUT [Delivery] _____	IN [Return] _____	
	<input type="checkbox"/> Vacuum [hg]:	OUT [Delivery] _____	IN [Return] _____	<input type="checkbox"/> Mechanical Seal Oil [Color]:	OUT [Delivery] _____	IN [Return] _____	
	<input type="checkbox"/> Wear Plate Clearance:	OUT [Delivery] _____	IN [Return] _____	<input type="checkbox"/> Pump End	<input type="checkbox"/> Power & Compressor Units	<input type="checkbox"/> Belts & Hoses	<input type="checkbox"/> Battery & Starter
	TANK AND BOX UNITS [AS APPLICABLE]						
	<input type="checkbox"/> Doors & Gaskets						<input type="checkbox"/> Top Lids / Tarps & Accessories
	SRD FILTRATION UNITS:						
<input type="checkbox"/> Filter Media						<input type="checkbox"/> Vessel Lids, O-Rings & Gaskets	<input type="checkbox"/> Pressure Gauges
<input type="checkbox"/> Back-flush Controller						<input type="checkbox"/> Filter Pressure Sustaining Valve	

Comment(s): _____

YOUR FEEDBACK IS IMPORTANT TO US! "HELP US BETTER SERVE YOUR NEEDS & EXPECTATIONS" BY RESPONDING TO THIS SURVEY

- RAIN FOR RENT: 1 - 800 - 742 - 7246

OUR PERSONNEL

PERSONNEL WERE **COURTEOUS** AND **NEAT** IN APPEARANCEPERSONNEL WERE **KNOWLEDGEABLE** RESPONDING TO ALL YOUR QUESTIONS AND CONCERNS IN A **HIGHLY PROFESSIONAL** AND **TIMELY** MANNER.

RAIN FOR RENT EQUIPMENT

THE **RIGHT** EQUIPMENT WAS DELIVERED TO THE **RIGHT** LOCATION **ON TIME**EQUIPMENT CONDITION **MET** OR EXCEEDED **YOUR NEEDS** AND EXPECTATIONSEQUIPMENT PERFORMANCE **MET** OR EXCEEDED **YOUR NEEDS** AND EXPECTATIONS

WE COULD SERVE YOU BETTER BY: _____

NAME _____ TITLE _____

COMPANY _____ ADDRESS _____

PHONE (____) - _____ - _____ EXT. _____ CITY _____ STATE _____ ZIP _____

FAX (____) - _____ - _____ RENTAL / SALES ORDER No. 0114126Thank YOU for your business! Service Branch # 17 Delivered By: Daylon BlakeVISIT our WEBSITE <http://www.rainforrent.com> for solutions to your temporary liquid handling and filtration challenges!

EPAHO093000435

DRIVER: OUTBOUND

QUALITY ASSURANCE AND SAFETY CHECKLIST

BRANCH NO. 17DATE 8-12-08RENTAL / SALES ORDER NO. 0114126

- This unit has been inspected and is operationally "fit for use" within the scope and limitations of its intended use.
- Any relevant delivery concerns / condition(s) must be clearly documented in the "COMMENTS" SECTION.

-- Damages beyond normal wear and tear will be billed to the renter.

Renter's Initials

JH

- PUMP UNITS: RENTOR IS ALSO RESPONSIBLE TO CHECK ALL FLUID AND OIL LEVELS AND CHANGE OIL FILTER EVERY 150-HOURS OF OPERATION.
- TANKS: CUSTOMER IS RESPONSIBLE TO ASSURE PV VALVE IS NOT BLOCKED OFF OR MODIFIED AND ONLY MATERIALS AS SPECIFIED ON THE RENTAL AGREEMENT ARE STORED IN UNIT!
- RENTOR IS RESPONSIBLE TO ASSURE RENTAL UNIT IS NOT MODIFIED WHILE IN THEIR CUSTODIAL CARE.

CUSTOMER NAME: <u>CES South Coast Terminal</u>	RENTAL CUSTOMER'S NUMBER: <u>171290</u>
DELIVERY ADDRESS/LOCATION: <u>7401 Wallisville Rd Houston</u>	
UNIT MODEL: <u>25yd Vac Box</u>	UNIT SERIAL NUMBER: <u>276058</u>
ADDITIONAL DELIVERY COMMENTS:	

DELIVERED BY: Dayton Blake
PRINT NAME AND INITIALRECEIVED BY: J. Hernandez
PRINT NAME AND INITIAL

FORM No. 306 (REVISED 1/04/2005)

READY TO RENT: INSPECTED BY: _____

CERTIFIED BY: TeoDATE: 8/8/08

✓ CHECKED BOX INDICATES SPECIFIED ITEM AND RELATED ACCESSORIES HAVE BEEN INSPECTED AND ARE IN 'READY TO RENT' CONDITION - DETAILS ON BACKSIDE.

M E C H A N I C	• <input checked="" type="checkbox"/> ALL UNITS [AS APPLICABLE]	<input checked="" type="checkbox"/> PAINT, CONDITION	<input checked="" type="checkbox"/> Exterior Structural Condition	<input checked="" type="checkbox"/> INTERIOR STRUCTURAL CONDITION	<input checked="" type="checkbox"/> Electrical Components	<input checked="" type="checkbox"/> Mechanical Components
	<input checked="" type="checkbox"/> Rolling Chassis and/or Trailer Assembly	<input checked="" type="checkbox"/> LADDERS & SAFETY RAILS/CHAINS	<input checked="" type="checkbox"/> VALVES, HANDLES, FLANGES & SEATS			
	<input type="checkbox"/> ALWAYS ENSURE THAT ALL HATCHES, LADDERS AND RAILS ARE SECURELY FASTENED DOWN BEFORE MOVING UNIT!					
	• PUMP UNITS:	<input type="checkbox"/> Fuel Level: OUT [Delivery] _____ IN [Return] _____	<input type="checkbox"/> Operating time [HR Meter] OUT [Delivery] _____ IN [Return] _____			
	<input type="checkbox"/> Vacuum [hg]: OUT [Delivery] _____ IN [Return] _____	<input type="checkbox"/> Mechanical Seal Oil [Color]: OUT [Delivery] _____ IN [Return] _____				
	<input type="checkbox"/> Wear Plate Clearance: OUT [Delivery] _____ IN [Return] _____	<input type="checkbox"/> Pump End	<input type="checkbox"/> Power & Compressor Units	<input type="checkbox"/> Belts & Hoses	<input type="checkbox"/> Battery & Starter	
	• TANK AND BOX UNITS [AS APPLICABLE]	<input checked="" type="checkbox"/> Doors & Gaskets	<input type="checkbox"/> Top Lids / Tarps & Accessories			
	• SRD FILTRATION UNITS:	<input type="checkbox"/> Filter Media	<input type="checkbox"/> Vessel Lids, O-Rings & Gaskets	<input type="checkbox"/> Pressure Gauges		
	<input type="checkbox"/> Back-flush Controller	<input type="checkbox"/> Filter Pressure Sustaining Valve				

Comment(s): _____

YOUR FEEDBACK IS IMPORTANT TO US! "HELP US BETTER SERVE YOUR NEEDS & EXPECTATIONS" BY RESPONDING TO THIS SURVEY

• RAIN FOR RENT: 1 - 800 - 742 - 7246

OUR PERSONNEL

PERSONNEL WERE COURTEOUS AND NEAT IN APPEARANCE

PERSONNEL WERE KNOWLEDGEABLE RESPONDING TO ALL YOUR QUESTIONS AND CONCERNS IN A HIGHLY PROFESSIONAL AND TIMELY MANNER.

RAIN FOR RENT EQUIPMENT

THE RIGHT EQUIPMENT WAS DELIVERED TO THE RIGHT LOCATION ON TIME

EQUIPMENT CONDITION MET OR EXCEEDED YOUR NEEDS AND EXPECTATIONS

EQUIPMENT PERFORMANCE MET OR EXCEEDED YOUR NEEDS AND EXPECTATIONS

WE COULD SERVE YOU BETTER BY: _____

NAME _____ TITLE _____

COMPANY _____ ADDRESS _____

PHONE (____) - _____ - _____ EXT. _____ CITY _____ STATE _____ ZIP _____

FAX (____) - _____ - _____ RENTAL / SALES ORDER NO. 0114126Thank YOU for your business! Service Branch # 17 Delivered By: Dayton BlakeVISIT our WEBSITE <http://www.rainforrent.com> for solutions to your temporary liquid handling and filtration challenges!

EPAHO093000436

227307

227307



**CES Environmental
Services, Inc.**

JOB INFORMATION PROFILE

Folder ID : South Coast Terminals (Wallisville)
cleanout of stormwater & sump trenches

Customer : South Coast Terminals (Wallisville)

Address : 7401 Wallisville Rd.

City, State, Zip : Houston TX , 77020

CES Contact : () -

Driver : Hernandez, Joe

Helper : ~~JOSEMERIZ M. ESPINAL~~

Date : 8/12/2008

Time : 0600

Truck # 104

Trailer #

Clifford,
Deshaw



**CES Environmental
Services, Inc.**

JOB INFORMATION PROFILE

Folder ID : South Coast Terminals (Wallisville)
cleanout of stormwater & sump trenches

Customer : South Coast Terminals (Wallisville)

Address : 7401 Wallisville Rd.

City, State, Zip : Houston TX , 77020

CES Contact : () -

Driver : Hernandez, Joe

Helper : ~~JOSEMERIZ M. ESPINAL~~

Date : 8/12/2008

Time : 0600

Truck # 104

Trailer #

Job Description :

SITE CONTACT: Frank Layne 713 806 1662

Clean Storm Water & Sump Trenches

Air machine w/ operator

2 field service techs

PPE

Pressure washer + hand tools

6" flex hose 100 ft

Soap (red concentrate)

Vacuum Boxes will be delivered by Rain for Rent in the AM
(281) 479-4500

SITE CONTACT: Frank Layne 713 806 1662

Clean Storm Water & Sump Trenches

Air machine w/ operator

2 field service techs

PPE

Pressure washer + hand tools

6" flex hose 100 ft

Soap (red concentrate)

Vacuum Boxes will be delivered by Rain for Rent in the AM
(281) 479-4500

TLR #207

Box # 279110

Please print or type. (Form designed for use on elite (12-pitch) typewriter.)

Form Approved. OMB No. 2050-0039

UNIFORM HAZARDOUS WASTE MANIFEST		1. Generator ID Number TXD056267230	2. Page 1 of 1	3. Emergency Response Phone (713) 672-2401	4. Manifest Tracking Number 004255124 JJK		
5. Generator's Name and Mailing Address South Coast Terminals (Wallisville) 7401 Wallisville Road Houston, TX 77020		State ID: 31413		Generator's Site Address (if different than mailing address) South Coast Terminals (Wallisville) 7401 Wallisville Rd. Houston, TX 77020			
Generator's Phone: (713) 672-2401		Generator's Phone: (713) 672-2401					
6. Transporter 1 Company Name CES Environmental Services, Inc.		State ID 30900		U.S. EPA ID Number TXD008950461			
7. Transporter 2 Company Name				U.S. EPA ID Number			
8. Designated Facility Name and Site Address CES Environmental Services, Inc. 4904 Griggs Rd. Houston TX, 77021		State ID 30900		U.S. EPA ID Number TXD008950461			
Facility's Phone: (713) 676-1460							
GENERATOR	9a. HM	9b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))	10. Containers No.	Type	11. Total Quantity	12. Unit Wt./Vol.	13. Waste Codes
		Non-RCRA/Non DOT regulated waste sludge (trench sludge)	1	CM	20	Y	93255191
14. Special Handling Instructions and Additional Information Folder ID: South Coast Terminals (Wallisville) cleanout of stormwater & sump trenches CES Job # - 70090							
15. GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations. If export shipment and I am the Primary Exporter, I certify that the contents of this consignment conform to the terms of the attached EPA Acknowledgment of Consent. I certify that the waste minimization statement identified in 40 CFR 262.27(a) (if I am a large quantity generator) or (b) (if I am a small quantity generator) is true.							
Generator's/Officer's Printed/Typed Name Belinda Adame		Signature <i>Belinda Adame</i>		Month 8		Day 14	
16. International Shipments <input type="checkbox"/> Import to U.S. <input type="checkbox"/> Export from U.S.		Port of entry/exit: Date leaving U.S.:					
17. Transporter Acknowledgment of Receipt of Materials							
Transporter 1 Printed/Typed Name Gregory Lawrence		Signature <i>Gregory Lawrence</i>		Month 08		Day 14	
Transporter 2 Printed/Typed Name		Signature		Month		Day	
18. Discrepancy							
18a. Discrepancy Indication Space <input type="checkbox"/> Quantity <input type="checkbox"/> Type <input type="checkbox"/> Residue <input type="checkbox"/> Partial Rejection <input type="checkbox"/> Full Rejection							
Manifest Reference Number:							
18b. Alternate Facility (or Generator) U.S. EPA ID Number							
Facility's Phone:							
18c. Signature of Alternate Facility (or Generator) Month Day Year							
19. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)							
1.		2.		3.		4.	
20. Designated Facility Owner or Operator: Certification of receipt of hazardous materials covered by the manifest except as noted in Item 18a							
Printed/Typed Name MILES ROOT		Signature <i>Miles Root</i>		Month 8		Day 14	

EPA Form 8700-22 (Rev. 3-05) Previous editions are obsolete.

DESIGNATED FACILITY TO DESTINATION STATE (IF REQUIRED)

EPAHO093000438

UNIFORM HAZARDOUS WASTE MANIFEST		1. Generator ID Number TXD056267230	2. Page 1 of 1	3. Emergency Response Phone (713) 672-2401	4. Manifest Tracking Number 004255124 JJK	
5. Generator's Name and Mailing Address South Coast Terminals (Wallisville) 1 Wallisville Road Houston, TX 77020 Generator's Phone: (713) 672-2401		State ID: 31413		Generator's Site Address (if different than mailing address) South Coast Terminals (Wallisville) 7401 Wallisville Rd. Houston, TX 77020 (713) 672-2401		
6. Transporter 1 Company Name S Environmental Services, Inc.		State ID 30900		U.S. EPA ID Number TXD008950461		
7. Transporter 2 Company Name				U.S. EPA ID Number		
8. Designated Facility Name and Site Address S Environmental Services, Inc. 444 Griggs Rd Houston TX, 77021 Facility's Phone: (713) 676-1460		State ID 30900		U.S. EPA ID Number TXD008950461		
9a. HM	9b. U.S. DOT Description (Including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))	10. Containers No. Type		11. Total Quantity	12. Unit Wt./Vol.	13. Waste Codes
	Non-RCRA/Non DOT regulated waste sludge (trench sludge)	1 CM		20	Y	33255191
2.						
3.						
4.						
14. Special Handling Instructions and Additional Information Folder ID: South Coast Terminals (Wallisville) cleanout of stormwater & sump trenches CES Job # - 70090						
15. GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations. If export shipment and I am the Primary Exporter, I certify that the contents of this consignment conform to the terms of the attached EPA Acknowledgment of Consent. I certify that the waste minimization statement identified in 40 CFR 262.27(a) (if I am a large quantity generator) or (b) (if I am a small quantity generator) is true.						
Generator's/Officer's Printed/Typed Name Belinda Adame		Signature Belinda Adame		Month Day Year 8/14/08		
16. International Shipments <input type="checkbox"/> Import to U.S. <input type="checkbox"/> Export from U.S. Port of entry/exit: _____ Transporter signature (for exports only): _____ Date leaving U.S.: _____						
17. Transporter Acknowledgment of Receipt of Materials						
Transporter 1 Printed/Typed Name Michael Adams		Signature Michael Adams		Month Day Year 8/14/08		
Transporter 2 Printed/Typed Name		Signature		Month Day Year		
18. Discrepancy						
18a. Discrepancy Indication Space <input type="checkbox"/> Quantity <input type="checkbox"/> Type <input type="checkbox"/> Residue <input type="checkbox"/> Partial Rejection <input type="checkbox"/> Full Rejection						
Manifest Reference Number: _____						
18b. Alternate Facility (or Generator) U.S. EPA ID Number						
Facility's Phone: _____						
18c. Signature of Alternate Facility (or Generator) Month Day Year						
19. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)						
1.		2.		3.		4.
20. Designated Facility Owner or Operator: Certification of receipt of hazardous materials covered by the manifest except as noted in Item 18a						
Printed/Typed Name MILES ROOT		Signature Miles Root		Month Day Year 8/14/08		



**CES Environmental
Services, Inc.**

4904 Griggs Road
Houston, TX 77021
Tel. (713) 676-1460
Fax. (713) 676-1676

Transportation Work Ticket

Folder ID : South Coast Terminals (Wallisville)
cleanout of stormwater & sump trenches

Date : 8/14/2008 Manifest # : _____

South Coast Terminals (Wallisville)

Client : _____ Ticket : 70090

Phone : 7136722401 Consignee : CES Environmental Services, Inc.

CES Environmental Services, Inc.

Transporter : _____

X Signature Belinda Adams X Signature _____

Leave CES Yard : <u>0810</u>	Arrive At Destination : <u>1030</u>
Arrive At Customer : <u>0840</u>	Begin Unloading : _____
Begin Loading : <u>0850</u>	Finish Unloading : _____
Finish Loading : <u>0920</u>	Leave Destination : _____
Leave Customer : <u>0925</u>	Arrive At CES Yard : _____

Customer PO # : _____	Total Hours : _____	CES Unload: <input type="checkbox"/>
-----------------------	---------------------	--------------------------------------

Gross Weight : _____	Ending Odometer : <u>164694</u>
Tare Weight : _____	Beginning Odometer : <u>164664</u>
Net Weight : _____	Total Miles : <u>30</u>

Driver : Lawrence, Gregory Tractor # : 286 Tote # : _____
Signature : Lawrence Trailer # : 253 ²⁰⁷ ~~236~~ Box # : 279110

Job Comments/Equipment : _____

White (CES Office)

Yellow (CES Office / Billing)

Pink (CES Office / IFTA)

Golden Rod (Customer)

EPAHO093000440

Box # 276058

Please print or type. (Form designed for use on elite (12-pitch) typewriter.)

Form Approved. OMB No. 2050-0039

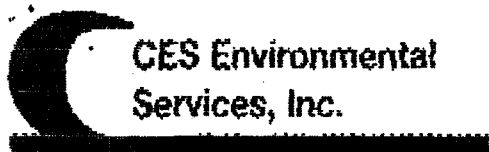
UNIFORM HAZARDOUS WASTE MANIFEST		1. Generator ID Number TXD056267230		2. Page 1 of 1	3. Emergency Response Phone (713) 672-2401		4. Manifest Tracking Number 004255193 JJK		
5. Generator's Name and Mailing Address South Coast Terminals (Wallisville) 7401 Wallisville Road Houston, TX 77020 Generator's Phone: (713) 672-2401				State ID: 31413		Generator's Site Address (if different than mailing address) South Coast Terminals (Wallisville) 7401 Wallisville Rd. Houston, TX 77020 (713) 672-2401			
6. Transporter 1 Company Name CES Environmental Services, Inc.				State ID 30900		U.S. EPA ID Number TXD008950461			
7. Transporter 2 Company Name						U.S. EPA ID Number			
8. Designated Facility Name and Site Address CES Environmental Services, Inc. 4904 Griggs Rd. Houston TX, 77021 Facility's Phone: (713) 676-1460				State ID 30900		U.S. EPA ID Number TXD008950461			
GENERATOR	9a. HM	9b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))			10. Containers No. Type		11. Total Quantity	12. Unit Wt./Vol.	13. Waste Codes
		Non-RCRA/Non DOT regulated waste sludge (trench sludge)			1 CM		18	Y	93255191
	2.								
	3.								
	4.								
14. Special Handling Instructions and Additional Information Folder ID : South Coast Terminals (Wallisville) cleanout of stormwater & sump trenches 11a) 1307 11b) 11c) 11d) CES Job # - 70164									
15. GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations. If export shipment and I am the Primary Exporter, I certify that the contents of this consignment conform to the terms of the attached EPA Acknowledgment of Consent. I certify that the waste minimization statement identified in 40 CFR 262.27(a) (if I am a large quantity generator) or (b) (if I am a small quantity generator) is true.									
X		Generator's/Officer's Printed/Typed Name KIRK GLASSOW			Signature <i>Kirk Glasgow</i>		Month Day Year 8 | 18 | 08		
TRANSPORTER INT'L		16. International Shipments <input type="checkbox"/> Import to U.S. <input type="checkbox"/> Export from U.S. Port of entry/exit: _____ Transporter signature (for exports only): _____ Date leaving U.S.: _____							
		17. Transporter Acknowledgment of Receipt of Materials							
TRANSPORTER		Transporter 1 Printed/Typed Name Gregory Lawrence			Signature <i>Gregory Lawrence</i>		Month Day Year 08 | 18 | 08		
		Transporter 2 Printed/Typed Name			Signature		Month Day Year		
DESIGNATED FACILITY		18. Discrepancy							
		18a. Discrepancy Indication Space <input type="checkbox"/> Quantity <input type="checkbox"/> Type <input type="checkbox"/> Residue <input type="checkbox"/> Partial Rejection <input type="checkbox"/> Full Rejection							
		Manifest Reference Number: _____							
		18b. Alternate Facility (or Generator) U.S. EPA ID Number							
DESIGNATED FACILITY		Facility's Phone: _____							
		18c. Signature of Alternate Facility (or Generator)					Month Day Year		
DESIGNATED FACILITY		19. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)							
		1.		2.		3.		4.	
DESIGNATED FACILITY		20. Designated Facility Owner or Operator: Certification of receipt of hazardous materials covered by the manifest except as noted in item 18a							
		Printed/Typed Name SAM BROWN			Signature <i>Sam Brown</i>		Month Day Year 8 | 18 | 08		

EPA Form 8700-22 (Rev. 3-05) Previous editions are obsolete.

DESIGNATED FACILITY TO DESTINATION STATE (IF REQUIRED)

EPAHO093000441

UNIFORM HAZARDOUS WASTE MANIFEST		1. Generator ID Number TXD056267230	2. Page 1 of 1	3. Emergency Response Phone (713) 672-2401	4. Manifest Tracking Number 004255193 JJK		
5. Generator's Name and Mailing Address South Coast Terminals (Wallisville) 7401 Wallisville Road Houston, TX 77020 Generator's Phone: (713) 672-2401		State ID: 31413		Generator's Site Address (if different than mailing address) South Coast Terminals (Wallisville) 7401 Wallisville Rd. Houston, TX 77020 (713) 672-2401			
6. Transporter 1 Company Name CES Environmental Services, Inc.		State ID 30900		U.S. EPA ID Number TXD008950461			
7. Transporter 2 Company Name				U.S. EPA ID Number			
8. Designated Facility Name and Site Address CES Environmental Services, Inc. 4904 Griggs Rd. Houston TX, 77021 Facility's Phone: (713) 676-1460		State ID 30900		U.S. EPA ID Number TXD008950461			
9a. HM	9b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))	10. Containers No. Type		11. Total Quantity	12. Unit Wt./Vol.	13. Waste Codes	
	Non-RCRA/Non DOT regulated waste sludge (trench sludge)	1 CM			Y	93255191	
14. Special Handling Instructions and Additional Information Folder ID: South Coast Terminals (Wallisville) cleanup of stormwater @ sump trenches CES Job # 70164 11a) 1307 11b) 11c) 11d)							
15. GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations. If export shipment and I am the Primary Exporter, I certify that the contents of this consignment conform to the terms of the attached EPA Acknowledgment of Consent. I certify that the waste minimization statement identified in 40 CFR 262.27(a) (if I am a large quantity generator) or (b) (if I am a small quantity generator) is true.							
Generator's/Offendor's Printed/Typed Name Kirk Blashaw		Signature <i>Kirk Blashaw</i>		Month Day Year 8 18 08			
16. International Shipments <input type="checkbox"/> Import to U.S. <input type="checkbox"/> Export from U.S. Port of entry/exit: _____ Transporter signature (for exports only): _____ Date leaving U.S.: _____							
17. Transporter Acknowledgment of Receipt of Materials							
Transporter 1 Printed/Typed Name Gregory Lawrence		Signature <i>Gregory Lawrence</i>		Month Day Year 08 15 08			
Transporter 2 Printed/Typed Name		Signature		Month Day Year			
18. Discrepancy							
18a. Discrepancy Indication Space <input type="checkbox"/> Quantity <input type="checkbox"/> Type <input type="checkbox"/> Residue <input type="checkbox"/> Partial Rejection <input type="checkbox"/> Full Rejection Manifest Reference Number: _____ U.S. EPA ID Number _____							
18b. Alternate Facility (or Generator) _____ U.S. EPA ID Number _____							
Facility's Phone: _____							
18c. Signature of Alternate Facility (or Generator) _____ Month Day Year _____							
19. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)							
1.		2.		3.		4.	
20. Designated Facility Owner or Operator: Certification of receipt of hazardous materials covered by the manifest except as noted in item 18a							
Printed/Typed Name SAM Brown		Signature <i>Sam Brown</i>		Month Day Year 8 18 08			



CES Environmental
Services, Inc.

4904 Griggs Road
Houston, TX 77021
Tel. (713) 676-1460
Fax. (713) 676-1876

Transportation Work Ticket

Folder ID : South Coast Terminals (Wallisville)
cleanout of stormwater & sump trenches

Date : 8/18/2008 Manifest # : _____

South Coast Terminals (Wallisville)

Client : _____ Ticket : 70184

Phone : 7136722401 CES Environmental Services, Inc.

Consignee : _____

CES Environmental Services, Inc.

Transporter : _____

X Signature Tim Hansen

X Signature _____

Leave CES Yard : 1230

Arrive At Destination 1345

Arrive At Customer : 1240

Begin Unloading : _____

Begin Loading : 1245

Finish Unloading : _____

Finish Loading : 1300

Leave Destination : _____

Leave Customer : 1305

Arrive At CES Yard : _____

Customer PO #:

Total Hours:

CES Unload: ☐

Gross Weight : _____

Ending Odometer : 165462

Tare Weight : _____

Beginning Odometer : 165440

Net Weight : _____

Total Miles : 22

Driver : Lawrence, Gregory

Tractor # : 286

Tote # : _____

Signature : Lawrence

Trailer # : 250

Box # : 276058

Job Comments/Equipment : _____

White (CES Office)

Yellow (CES Office / Billing)

Pink (CES Office / IFTA)

Golden Rod (Customer)

EPAHO093000443



JOB INFORMATION PROFILE

Folder ID : South Coast Terminals (Wallisville)
cleanout of stormwater & sump trenches

Customer : South Coast Terminals (Wallisville)

Driver : Lawrence, Gregory

Address : 7401 Wallisville Rd.

Helper :

City,State,Zip : Houston TX , 77020

Date : 8/18/2008

Time : 11:30

CES Contact : Matt Bowman (713) 826 - 1329

Truck # 286

Trailer # 250



JOB INFORMATION PROFILE

Folder ID : South Coast Terminals (Wallisville)
cleanout of stormwater & sump trenches

Customer : South Coast Terminals (Wallisville)

Driver : Lawrence, Gregory

Address : 7401 Wallisville Rd.

Helper :

City,State,Zip : Houston TX , 77020

Date : 8/18/2008

Time : 2nd

CES Contact : Matt Bowman (713) 826 - 1329

Truck # 286

Trailer # 250

Job Description :

SITE CONTACT: Frank Layne 713 806 1662

Pick up box from the Cleaning of Storm Water & Sump Trenches
Ask Steve Stricker for location of box - 281-433-7052

Bring box back to CES yard & check into TANK WASH!!

SITE CONTACT: Frank Layne 713 806 1662

Pick up box from the Cleaning of Storm Water & Sump Trenches
Ask Steve Stricker for location of box - 281-433-7052

Bring box back to CES yard & check into TANK WASH!!

ID #: 70184

CUSTOMER INFORMATION

OPERATION HOURS:

SHIPPING/RECEIVING CONTACT:

AFTER HOURS CONTACT:

Open :	
Close:	

Name:	
Number:	

Name:	
Number:	

RECEIVING INFORMATION

OPERATION HOURS:

SHIPPING/RECEIVING CONTACT:

AFTER HOURS CONTACT:

Open :	
Close:	

Name:	
Number:	

Name:	
Number:	

PURCHASE ORDER NUMBER REQUIRED:

☐ YES

☐ NO

EPAHO093000444

713-671-5419



**CES Environmental
Services, Inc.**

JOB INFORMATION PROFILE

Folder ID : **South Coast Terminals (Wallisville)**
cleanout of stormwater & sump trenches

Customer : South Coast Terminals (Wallisville)

Driver : Lawrence, Gregory

Address : 7401 Wallisville Rd.

Helper :

City,State,Zip : Houston TX , 77020

Date : 8/14/2008

Time : 2nd

CES Contact : Matt Bowman (713) 826 - 1329

Truck # 286

Trailer # 207



**CES Environmental
Services, Inc.**

JOB INFORMATION PROFILE

Folder ID : **South Coast Terminals (Wallisville)**
cleanout of stormwater & sump trenches

Customer : South Coast Terminals (Wallisville)

Driver : Lawrence, Gregory

Address : 7401 Wallisville Rd.

Helper :

City,State,Zip : Houston TX , 77020

Date : 8/14/2008

Time : 2nd

CES Contact : Matt Bowman (713) 826 - 1329

Truck # 286

Trailer # 253

Job Description :

SITE CONTACT: Frank Layne 713 806 1662

Pick up box from the Cleaning of Storm Water & Sump Trenches
Ask Steve Stricker for location of box - 281-433-7052

Bring box back to CES yard & check into processing facility.

SITE CONTACT: Frank Layne 713 806 1662

Pick up box from the Cleaning of Storm Water & Sump Trenches
Ask Steve Stricker for location of box - 281-433-7052

Bring box back to CES yard & check into processing facility.

ID #: 70090

CUSTOMER INFORMATION

OPERATION HOURS:

SHIPPING/RECEIVING CONTACT:

AFTER HOURS CONTACT:

Open :
Close:

Name:
Number:

Name:
Number:

RECEIVING INFORMATION

OPERATION HOURS:

SHIPPING/RECEIVING CONTACT:

AFTER HOURS CONTACT:

Open :
Close:

Name:
Number:

Name:
Number:

PURCHASE ORDER NUMBER REQUIRED:

☐ YES ☐ NO

EPAHO093000445

File w/ Southcoast wallbone
tank pump clean out

SEABREEZE ENVIROMENTAL LANDFILL
REPUBLIC WASTE SERVICES OF TEXAS
P.O. BOX 567 ANGLETON, TX. 77516
(979)864-4442

Ticket: 563596
Date: 8/14/2008
Time In: 12:11:14
Time Out: 13:11:55

Truck: CES1
Customer: 1-96984/CES Enviromental Service
4904 Griggs Rd.
Houston, TX 77021-

Gross: 68800 lb In Scale 2
Tare: 40460 lb Out Scale 3
Net: 28340 lb
Net Tons: 14.17 Cuyds: 20.00

Profile: 06-0002/CES/CLASS 1 NON HAZ

Comment: MANIFEST 004255127JJK

Origin	Materials & Services	Quantity	Unit
NA/NON APP	100% of 0152/C1 SLUDGE WET-TON	14.17	Tons
NA/NON APP	FUELSUR/FUEL FEE	0.00	%

Driver: _____

Deputy Weighmaster: CHRISTIAN WILEY

SEABREEZE ENVIROMENTAL LANDFILL
REPUBLIC WASTE SERVICES OF TEXAS
P.O. BOX 567 ANGLETON, TX. 77516
(979)864-4442

Ticket: 563730
Date: 8/14/2008
Time In: 16:31:35
Time Out: 18:16:39

Truck: CES1
Customer: 1-96984/CES Enviromental Service
4904 Griggs Rd.
Houston, TX 77021-

Gross: 56500 lb In Scale 2
Tare: 36660 lb Out Scale 3
Net: 19840 lb
Net Tons: 9.92 Cuyds: 7.00

Profile: 06-0002/CES/CLASS 1 NON HAZ

Comment: MANIFEST 004255150 JJK

Origin	Materials & Services	Quantity	Unit
NA/NON APP	100% of 0152/CI SLUDGE WET-TON	9.92	Tons
NA/NON APP	FUELSUR/FUEL FEE	0.00	%

Driver: _____

Deputy Weighmaster: ATIRETIA JUAREZ

EPAHO093000447



RAIN FOR RENT

HOUSTON
PO BOX 562
DEER PARK, TX 77536-9998
281-479-4500

RECEIVED
AUG 27 2008
BY:

INVOICE

BILL TO: CES ENVIRONMENTAL SERVICES, INC
4904 GRIGGS RD
HOUSTON TX 770213208

INVOICE #: 017028486
Control #: R0114126
INVOICE DATE: 08/25/2008
PRINTED DATE: 08/26/2008
CONTRACT#: 017005654-002
DIVISION: 017
PO#: SOUTHCOASTTERMINAL
CUSTOMER: 171290 *Trench water*
TEL: 713-676-1460
TERMS: NET 30
SALESMAN: 32367
PAGE: 1

SHIP TO: SOUTH COAST TERMINAL
7401 WALLISVILLE RD.
HOUSTON TX 77020

***** COMPLETE RETURN *****

IT HAS BEEN A PLEASURE SERVING YOU!
WE APPRECIATE YOUR BUSINESS AND THE CONFIDENCE YOU HAVE
PLACED IN US. AGAIN, THANK YOU.

PRODUCT # DESCRIPTION	DATE OUT	BILLED THRU	STATUS	QTY	UNIT PRICE	DIS	AMOUNT
276058 25 YD VACUUM BOX BILLING FROM 8/12/08 THRU RETURN DATE OF 8/21/08 (10-DAYS)	AUG 12, 2008	AUG 21, 2008	RTD:	1	300.00 EA	324.75 *	300.00
M141C-REMOVAL LABOR TIME AT SITE ON RTN OF 276058 ON 8/22/08 (DOUBLE HAULER)					.50	90.00 *	45.00
M100C-RETURN HAULING RTN HAULING FOR 276058 ON 8/22/08 (DOUBLE HAULER)					.75	90.00 *	67.50
M696-FUEL SURCHARGE ON RTN HAULING FOR 276058 ON 8/22/08					1	17.55 *	17.55

TOT RENTALS: 300.00 TOT SALES: .00 TOT SERVICES: 130.05 SUBTOTAL: 430.05
TX TAX: 35.48
TOTAL: 465.53
BALANCE DUE: 465.53

POSTED
9-3-08

CUSTOMER, (RENTEE or BUYER as context requires), shall be deemed to accept all terms, conditions and provisions hereof upon execution of this agreement; ordering; or delivery of equipment to customer, whichever comes first.

SIGNATURE _____ TITLE _____ DATE _____

THIS IS AN AGREEMENT, READ BOTH SIDES BEFORE SIGNING.

CUSTOMER / ORIGINAL

EPAHO093000448

CES Environmental Services

Container / Tank Cleaning Division
4904 Griggs Rd. • Houston, TX 77021
Phone: (713) 676-1460 • Fax: (713) 676-1676

TANK WASH WORK ORDER

21525

PO # Class 70003 (ISOP) Customer: CES Date: 08/14/08
Tractor 70090 Address: clean out storm water & sump trenches Time: 1430
Trailer / Container Number 279110 Dropped By: Gregory Lawrence Need By:

CONTAINER TYPE: ☐ TOTE BIN ☒ ROLL DOOR BOX ☐ ISO CONTAINER ☐ DRY BULK
☐ TANK TRAILER ☐ ROLL TARP BOX ☒ VACUUM BOX ☐ FRAC TANK ☐ POLY TANK ☐ VACUUM TRUCK

Compartment #	Last Contained	Heel - Hazardous	Heel - Non-Haz	Drum / Rolloff
1	N/A Salt			
2				
3				
4				
5				

CLEANING CODES	WORK PERFORMED	TANK ENTRY PERMIT
1 Air Dry		Oxygen (19.5% -23.5%) #1 <u>21.0</u> #2 #3 #4 #5
2 Quick Rinse		LEL (<10%) #1 <u>0</u> #2 #3 #4 #5
3 Cold Water Rinse		CO ₂ (<35 ppm) #1 <u>0</u> #2 #3 #4 #5
4 Hot Water Rinse		Toxic Vapor #1 <u>0</u> #2 #3 #4 #5
5 Steam Only (Per Hour)		Signature: <u>JE</u>
6 Steam & Dry		Stripper Usage:
7 Rinse, Steam & Dry		Comments: <u>Please Clean VAC BOX</u>
8 Detergent Wash, Rinse & Dry		
9 Caustic Wash & Dry		
10 Caustic Wash, Rinse & Dry		
11 Waste Water Surcharge		
12 Solvent Wash (Diesel # Hours)		
13 Solvent Wash (Stripper)		
14 Exterior Tractor Wash		
15 Exterior Trailer Wash (w/o Internal)		
16 Exterior Trailer Wash (with Internal)		
17 Exterior Acid Brite Wash		Authorized Additional Services:
18 Hand Labor (# Men / # Hours)		
19 Hydroblaster (# Hours)		
20 Solvent Wash (Green Stripper)		
21 Passivation		
Hose Cleaning		
Pump Cleaning		

CES Environmental Services, Inc., Cleaning Division, makes no guarantee with respect to the thoroughness of the tank washing procedure or the total elimination of interior residues and/or moisture. Final inspection of the equipment remains the responsibility of the customer, and they hereby release CES Environmental Services, Inc., Cleaning Division, from any responsibility for claims arising from any allegations that the equipment was improperly cleaned, resulting in damage or loss.

CES Environmental Services, Inc., Cleaning Division, is in no manner responsible for any damages or losses of equipment and/or materials left in their yard.

Cleaned By: JE Date: 8-18-08

Inspected By: _____ Date: _____

Print Name: Gregory Lawrence Date: 08/14/08

Signature: [Signature]

EPAHO093000449

HAZARDOUS WASTE MANIFEST		1. Generator ID Number TXD008950461		2. Page 1 of 1	3. Emergency Response Phone (713) 676-1460		4. Manifest Tracking Number 004255127 JJK		
Generator's Name and Mailing Address CES Environmental Services, Inc. (TSDF) 4904 Griggs Road Houston, TX 77021 Generator's Phone: (713) 676-1460				Generator's Site Address (if different than mailing address) CES Environmental Services, Inc. (TSDF) 4904 Griggs Road Houston, TX 77021 Generator's Phone: (713) 676-1460					
6. Transporter 1 Company Name CES Environmental Services, Inc.				State ID 30900		U.S. EPA ID Number TXD008950461			
7. Transporter 2 Company Name						U.S. EPA ID Number			
8. Designated Facility Name and Site Address Reclaim Waste Services, Inc. LTD. 10010 FM 575 Angleton, TX 77539 Facility's Phone: (281) 662-7834				State ID 48539		U.S. EPA ID Number N/A			
GENERATOR	9a. HM	9b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))			10. Containers		11. Total Quantity	12. Unit Wt./Vol.	13. Waste Codes
		Non-HCPA Non DOT regulated waste sludge			No.	Type			
14. Special Handling Instructions and Additional Information									
15. GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations. If export shipment and I am the Primary Exporter, I certify that the contents of this consignment conform to the terms of the attached EPA Acknowledgment of Consent. I certify that the waste minimization statement identified in 40 CFR 262.27(a) (if I am a large quantity generator) or (b) (if I am a small quantity generator) is true.									
Generator's/Offor's Printed/Typed Name MILE ROO				Signature <i>[Signature]</i>		Month Day Year 8/14/07			
INTL	16. International Shipments <input type="checkbox"/> Import to U.S. <input type="checkbox"/> Export from U.S. Port of entry/exit: _____ Date leaving U.S.: _____								
	Transporter signature (for exports only): _____								
TRANSPORTER	17. Transporter Acknowledgment of Receipt of Materials								
	Transporter 1 Printed/Typed Name				Signature		Month Day Year		
DESIGNATED FACILITY	Transporter 2 Printed/Typed Name				Signature		Month Day Year		
	18. Discrepancy								
18a. Discrepancy Indication Space <input type="checkbox"/> Quantity <input type="checkbox"/> Type <input type="checkbox"/> Residue <input type="checkbox"/> Partial Rejection <input type="checkbox"/> Full Rejection									
Manifest Reference Number: _____									
18b. Alternate Facility (or Generator)				U.S. EPA ID Number					
Facility's Phone: _____									
18c. Signature of Alternate Facility (or Generator)				Month Day Year					
19. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)									
1. H100		2.		3.		4.			
20. Designated Facility Owner or Operator: Certification of receipt of hazardous materials covered by the manifest except as noted in Item 18a									
Printed/Typed Name Chris D. Wiley				Signature <i>[Signature]</i>		Month Day Year 8/14/07			

CES Environmental Services

Container / Tank Cleaning Division
4904 Griggs Rd. • Houston, TX 77021
Phone: (713) 676-1460 • Fax: (713) 676-1676

TANK WASH WORK ORDER

Folder 10: class / sludge (TSOF)

21750

PO # 70453	Customer: South Coast	Date: 08/18/08
Tractor 286	Address: Wallisville Rd.	Time: 6:40 pm
Trailer / Container Number 250/ 276058	Dropped By: GREGORY LAWRENCE	Need By: A.S.A.P

CONTAINER TYPE: ☐ TOTE BIN ☒ ROLL DOOR BOX ☐ ISO CONTAINER ☐ DRY BULK
☐ TANK TRAILER ☐ ROLL TARP BOX ☒ VACUUM BOX ☐ FRAC TANK ☐ POLY TANK ☐ VACUUM TRUCK

Compartment #	Last Contained	Heel - Hazardous	Heel - Non-Haz	Drum / Rolloff
1 Q w/H Solid				
2				
3				
4				
5				

CLEANING CODES	WORK PERFORMED	TANK ENTRY PERMIT
1 Air Dry		Oxygen (19.5% - 23.5%) #1 0 #2 0 #3 0 #4 0 #5 0
2 Quick Rinse		LEL (<10%) #1 0 #2 0 #3 0 #4 0 #5 0
3 Cold Water Rinse		CO ₂ (<35 ppm) #1 0 #2 0 #3 0 #4 0 #5 0
4 Hot Water Rinse		Toxic Vapor #1 0 #2 0 #3 0 #4 0 #5 0
5 Steam Only (Per Hour)		Signature: JT
6 Steam & Dry		Stripper Usage:
7 Rinse, Steam & Dry		Comments:
8 Detergent Wash, Rinse & Dry		Clean VAC BOX
9 Caustic Wash & Dry		276058
10 Caustic Wash, Rinse & Dry		
11 Waste Water Surcharge		
12 Solvent Wash (Diesel # Hours)		
13 Solvent Wash (Stripper)		
14 Exterior Tractor Wash		
15 Exterior Trailer Wash (w/o Internal)		
16 Exterior Trailer Wash (with Internal)		
17 Exterior Acid Brite Wash		Authorized Additional Services:
18 Hand Labor (# Men / # Hours)		
19 Hydroblaster (# Hours)		
20 Solvent Wash (Green Stripper)		
21 Passivation		
Hose Cleaning		
Pump Cleaning		

Cleaned By: **JT** Date **8-20-08**

Inspected By: _____ Date _____

CES Environmental Services, Inc., Cleaning Division, makes no guarantee with respect to the thoroughness of the tank washing procedure or the total elimination of interior residue and/or moisture. Final inspection of the equipment remains the responsibility of the customer, and they hereby release CES Environmental Services, Inc., Cleaning Division, from any responsibility for claims arising from any allegations that the equipment was improperly cleaned, resulting in damage or loss.

CES Environmental Services, Inc., Cleaning Division, is in no manner responsible for any damages or losses of equipment and/or materials left in their yard.

Print Name: **GREGORY LAWRENCE** Date **8/18/08**

Signature: **[Signature]**

EPAHO093000451

UNIFORM HAZARDOUS WASTE MANIFEST		1. Generator ID Number TXD008950461	2. Page 1 of 1	3. Emergency Response Phone (713) 676-1460	4. Manifest Tracking Number 004255219 JJK			
5. Generator's Name and Mailing Address CES Environmental Services, Inc. (TSDP) 4904 Griggs Road Houston, TX 77021 Generator's Phone: (713) 676-1460			Generator's Site Address (if different than mailing address) CES Environmental Services, Inc. (TSDP) 4904 Griggs Road Houston, TX 77021 (713) 676-1460					
6. Transporter 1 Company Name CES Environmental Services, Inc.			State ID 30900		U.S. EPA ID Number TXD008950461			
7. Transporter 2 Company Name					U.S. EPA ID Number			
8. Designated Facility Name and Site Address Prochem Waste Services of Texas, LTD 10310 FM 575 Houston, TX 77055 Facility's Phone: (866) 669-7834			State ID H1513		U.S. EPA ID Number N/A			
9a. HM	9b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))		10. Containers No. Type		11. Total Quantity	12. Unit Wt./Vol.	13. Waste Codes	
	1. 100% Aqueous DOT regulated waste: ILUQUE		1 01		17		50204001	
	2.							
	3.							
	4.							
14. Special Handling Instructions and Additional Information Prochem Waste Services of Texas, LTD CES Phone # CES I.D. # 770450 11a) 11b) 11c) 11d)								
15. GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations. If export shipment and I am the Primary Exporter, I certify that the contents of this consignment conform to the terms of the attached EPA Acknowledgment of Consent. I certify that the waste minimization statement identified in 40 CFR 262.27(a) (if I am a large quantity generator) or (b) (if I am a small quantity generator) is true.								
Generator's/Offoror's Printed/Typed Name			Signature			Month Day Year		
16. International Shipments <input type="checkbox"/> Import to U.S. <input type="checkbox"/> Export from U.S.			Port of entry/exit:			Date leaving U.S.:		
17. Transporter Acknowledgment of Receipt of Materials								
Transporter 1 Printed/Typed Name			Signature			Month Day Year		
Transporter 2 Printed/Typed Name			Signature			Month Day Year		
18. Discrepancy								
18a. Discrepancy Indication Space <input type="checkbox"/> Quantity <input type="checkbox"/> Type <input type="checkbox"/> Residue <input type="checkbox"/> Partial Rejection <input type="checkbox"/> Full Rejection								
Manifest Reference Number:								
18b. Alternate Facility (or Generator)						U.S. EPA ID Number		
Facility's Phone:								
18c. Signature of Alternate Facility (or Generator)						Month Day Year		
19. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)								
1. 1113		2.		3.		4.		
20. Designated Facility Owner or Operator: Certification of receipt of hazardous materials covered by the manifest except as noted in Item 18a								
Printed/Typed Name			Signature			Month Day Year		



RAIN FOR RENT

HOUSTON
PO BOX 562
DEER PARK, TX 77536-9998
281-479-4500

RECEIVED

AUG 26 2008

BY:

INVOICE

BILL TO: CES ENVIRONMENTAL SERVICES, INC
4904 GRIGGS RD
HOUSTON TX 770213208

INVOICE #: 017028452
Control #: R0114126
INVOICE DATE: 08/22/2008
PRINTED DATE: 08/25/2008
CONTRACT#: 017005654-001
DIVISION: 017
PO#: SOUTHCOASTTERMINAL
TRENCH WATER
CUSTOMER: 171290
TEL: 713-676-1460
TERMS: NET 30
SALESMAN: 32367
PAGE: 1

SHIP TO: SOUTH COAST TERMINAL
7401 WALLISVILLE RD.
HOUSTON TX 77020

POSTED
9-3-09

PARTIAL RETURN

IT HAS BEEN A PLEASURE SERVING YOU!
WE APPRECIATE YOUR BUSINESS AND THE CONFIDENCE YOU HAVE
PLACED IN US. AGAIN, THANK YOU.

PRODUCT & DESCRIPTION	DATE OUT	BILLED THRU	STATUS	QTY	UNIT PRICE	DTS	AMOUNT
279110 25 YD VACUUM BOX BILLING FROM 8/12/08 THRU RETURN DATE OF 8/18/08 (7-DAYS)	AUG 12, 2008	AUG 18, 2008	RTD:	1	210.00	227.33	* 210.00
M140C-INSTALL LABOR TIME AT SITE ON DEL OF 279110 & 276058 ON 8/12 (DBL HAULER)				.50	90.00	*	45.00
M110C-DELIVERY HAULS DEL HAULING FOR 279110 & 276058 ON 8/12 (DOUBLE HAULER)				1.50	90.00	*	135.00
M696-FUEL SURCHARGE ON DEL HAULING FOR 279110 & 276058 ON 8/12/08				1	37.00	*	37.00
M141C-REMOVAL LABOR TIME AT SITE ATTEMPT TO PICK UP 276058 ON 8/13 (STILL DIRTY)				1.25	85.00	*	106.25
M115C-DRY RUN HAULS ATTEMPTED TO PICK UP 276058 ON 8/13/08 (STILL DIRTY)				1	85.00	*	85.00
M696-FUEL SURCHARGE ON DRY RUN HAULING ON 8/13/08				1	25.50	*	25.50

CUSTOMER, (RENTEE or BUYER as context requires), shall be deemed to accept all terms, conditions and provisions hereof upon execution of this agreement; ordering; or delivery of equipment to customer, whichever comes first.

SIGNATURE

TITLE

DATE

THIS IS AN AGREEMENT, READ BOTH SIDES BEFORE SIGNING.

CUSTOMER / ORIGINAL

EPAHO093000453



RAIN FOR RENT

HOUSTON
PO BOX 562
DEER PARK, TX 77536-9998
281-479-4500

INVOICE

BILL TO: CES ENVIRONMENTAL SERVICES, INC
4904 GRIGGS RD
HOUSTON TX 770213208

INVOICE #: 017028452
Control #: R0114126
INVOICE DATE: 08/22/2008
PRINTED DATE: 08/25/2008
CONTRACT#: 017005654-001
DIVISION: 017
PO#: SOUTHCOASTTERMINAL

SHIP TO: SOUTH COAST TERMINAL
7401 WALLISVILLE RD.
HOUSTON TX 77020

CUSTOMER: 171290
TEL: 713-676-1460
TERMS: NET 30
SALESMAN: 32367
PAGE: 2

M141C-REMOVAL LABOR	TIME AT SITE ON RETURN OF 279110 ON 8/20/08 (DOUBLE HAULER)	.50	90.00	+	45.00
M108C-RETURN HAULING	RTN HAULING FOR 279110 ON 8/20/08 (DOUBLE HAULER)	.50	90.00	+	45.00
M696-FUEL SURCHARGE	ON RTN HAULING FOR 279110 ON 8/20/08	1	11.70	+	11.70

Handwritten calculations:
101.70
8.39
110.09

TOT RENTALS:	210.00	TOT SALES:	.00	TOT SERVICES:	536.25	SUBTOTAL:	746.25
						TX TAX	61.57
						TOTAL:	807.82
						BALANCE DUE:	807.82

FOR PROPER CREDIT, PLEASE INCLUDE INVOICE NUMBER ON YOUR PAYMENT.
TERMS NET 30 - PAST DUE AMOUNTS ARE SUBJECT TO A SERVICE CHARGE OF 1-1/2%
REMIT TO: RAIN FOR RENT HOUSTON
FILE 52541
LOS ANGELES CA 90074-2541

CUSTOMER, (RENTEE or BUYER as context requires), shall be deemed to accept all terms, conditions and provisions hereof upon execution of this agreement; ordering; or delivery of equipment to customer, whichever comes first.

SIGNATURE _____ TITLE _____ DATE _____

THIS IS AN AGREEMENT, READ BOTH SIDES BEFORE SIGNING.

CUSTOMER / ORIGINAL

EPAHO093000454

CES Environmental Services Inc.
4904 Griggs Road
Houston, TX 77021
Phone: 713-676-1460
Fax: 713-676-1676

August 18, 2008

South Coast Terminal
7401 Wallisville Rd.
Houston, TX 77020

*Made
to
measure
PO # 3397*

Attn: Belinda
Re: Cleaning of Storm Water & Sump Trenches

Dear Belinda:

Per our discussions we have reviewed the scope of work performed and have come up with the following costs associated with providing the service previously agreed upon for clean the trenches and storm drains. We hope that the services performed were to South Coast Terminals satisfaction.

Description	Estimated Qty.	Price	Total
Removal of Sludge & Pressure Wash Drain + Disposal			
Technician	9 hours	\$ 28.00	\$252.00
Air Mover with Operator	9 hours	\$125.00	\$1125.00
Fuel Surcharge	1 each	41.5%	\$467.00
6" Flex Hose	250 feet	\$ 2.00	\$500.00
Pressure Washer (2) and Hand Tools	2 days	\$275.00	\$550.00
Soap (Red-Concentrated)	10 gallons	\$ 15.00	\$150.00
Disposal Class I Non-Haz. Sludge	20 yards	\$85	\$1700.00
PPE	2 men	\$25/day	\$100.00
Empty Box Delivery & P/U	1	\$175/box	\$175.00
Washout	1	\$275.00/box	\$275.00
Delivery to Disposal facility	1	\$425	\$425.00
Fuel Surcharge for delivery	1 each	41.5%	\$176.00
		Job Total	\$5,895.00
State Compliance fee	1 each	1%	\$58.95
		Grand total	\$5953.95

CES Environmental Services, Inc.

4904 Griggs Road

Houston, TX 77021

EPAHO093000455

South Coast Terminals Inc
August 18, 2008
Page 2 of 2

As always, we value our continued partnership. Upon review of the services listed above, please provide a purchase order number. If you have any questions or comments, please feel free to contact me at 713-240-4112.

Sincerely,

Ken Noakes
Account Manager



4904 Griggs Road
Houston, TX 77021
Phone: (713) 676-1460
Fax: (713) 676-1676

Invoice

Date	Invoice #
10/31/2007	39849

COPY

Bill To: South Coast Terminals
Attn: Accounts Payable
7401 Wallisville
Houston, TX 77020

		P.O. No.	Terms	Project	
		2092	Net 30		
Quantity	Description	Manifest #	Rate	Amount	
	Cleanout of trenches and sump at Wallisville 10/25/07				
3	Deliver Vacuum boxes #617, 639, & 633 @ \$150.00 per trip fee		150.00	450.00T	
	20% Fuel Surcharge		90.00	90.00	
1	Field Service Utility Truck @ \$100.00 per day		100.00	100.00T	
	20% Fuel Surcharge		20.00	20.00	
11.25	Air Machine w/ Operator @ \$95.00 per hour		95.00	1,068.75	
	20% Fuel Surcharge		213.75	213.75	
22.5	Field Technicians: 2 men / 11.25 hrs each @ \$28.00 per hour		28.00	630.00	
3	Job materials: PPE @ \$25.00 per man / per day		25.00	75.00T	
200	Job materials: 6" Flex Hose @ \$2.00 per ft.		2.00	400.00T	
	10/26/07				
1	Deliver Vacuum Box #641 @ \$150.00 per trip fee		150.00	150.00T	
	20% Fuel Surcharge		30.00	30.00	
1	Field Service Utility Truck @ \$100.00 per day		100.00	100.00T	
	20% Fuel Surcharge		20.00	20.00	
We appreciate your business!		Subtotal			
Late Payment Policy: Any unpaid balances begining on the 30th day after the account is due will accrue a per annum interest rate of 6%, unless otherwise stated in a formalized contract.		Sales Tax (8.0%)			
		Total			



**CES Environmental
Services, Inc.**

4904 Griggs Road
Houston, TX 77021
Phone: (713) 676-1460
Fax: (713) 676-1676

Invoice

Date	Invoice #
10/31/2007	39849

Bill To: South Coast Terminals
Attn: Accounts Payable
7401 Wallisville
Houston, TX 77020

		P.O. No.	Terms	Project	
			Net 30		
Quantity	Description	Manifest #	Rate	Amount	
5.5	Air Machine w/ Operator @ \$95.00 per hour		95.00	522.50	
	20% Fuel Surcharge		104.50	104.50	
11	Field Technicians: 2 men / 5.5 hrs each @ \$28.00 per hour		28.00	308.00	
3	Job materials: PPE @ \$25.00 per man / per day		25.00	75.00T	
	10/29/07				
3	Transportation services by CES to disposal facility		425.00	1,275.00	
	@ \$425.00 per load (3 loads)				
	20% Fuel Surcharge		255.00	255.00	
20	Disposal of Non-RCRA trench sludge @ \$75.00 per yd	2159758JJK	75.00	1,500.00	
20	Disposal of Non-RCRA trench sludge @ \$75.00 per yd	2159757JJK	75.00	1,500.00	
20	Disposal of Non-RCRA trench sludge @ \$75.00 per yd	2159754JJK	75.00	1,500.00	
	4% City of Houston Franchise Fee		61.20	61.20	
1	Pick up Vacuum box #641 and return to CES yard @ \$150.00 trip fee		150.00	150.00T	
	20% Fuel Surcharge		30.00	30.00	
We appreciate your business!		Subtotal			
Late Payment Policy: Any unpaid balances beginning on the 30th day after the account is due will accrue a per annum interest rate of 6%, unless otherwise stated in a formalized contract.		Sales Tax (8.0%)			
		Total			



4904 Griggs Road
Houston, TX 77021
Phone: (713) 676-1460
Fax: (713) 676-1676

Invoice

Date	Invoice #
10/31/2007	39849

Bill To: South Coast Terminals
Attn: Accounts Payable
7401 Wallisville
Houston, TX 77020

P.O. No.	Terms	Project
	Net 30	

Quantity	Description	Manifest #	Rate	Amount
3	Washout of Vacuum Boxes ##617, 639, & 633 @ \$275.00 each		275.00	825.00
400	Disposal of Heel from VB box #639 @ \$3.00 per gallon		3.00	1,200.00
450	Disposal of Heel from VB box #633 @ \$3.00 per gallon		3.00	1,350.00
4	Rental of Vacuum box 3641 from 10/26 - 10/29/07 @ \$35.00 per day		35.00	140.00T
5	Rental of Vacuum box #617 from 10/25 - 10/29/07 @ \$35.00 per day		35.00	175.00T
5	Rental of Vacuum box #639 from 10/25 - 10/29/07 @ \$35.00 per day		35.00	175.00T
5	Rental of Vacuum box #633 from 10/25 - 10/29/07 @ \$35.00 per day		35.00	175.00T
CES job #51538, 51895, 51841, 51539, 51904, 51899, 51900, 51911, 51894, 51883, 51885				

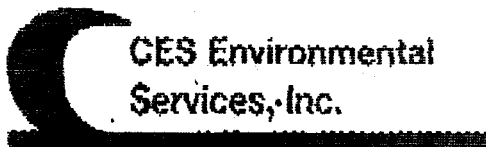
We appreciate your business!

Subtotal \$14,668.70

Late Payment Policy: Any unpaid balances beginning on the 30th day after the account is due will accrue a per annum interest rate of 6%, unless otherwise stated in a formalized contract.

Sales Tax (8.0%) \$173.20

Total \$14,841.90



CES Environmental
Services, Inc.

4904 Griggs Road
Houston, TX 77021
Tel. (713) 676-1460
Fax. (713) 676-1676

Transportation Work Ticket

Folder ID : South Coast Terminals (Wallisville)
field service

Date : 10/25/2007

Manifest # : _____

South Coast Terminals (Wallisville)

Client : _____

Ticket : 51538

Phone : 7136722401

CES Environmental Services, Inc.

Consignee : _____

Transporter : CES Environmental Services, Inc.

Signature 

Signature X _____

Leave CES Yard : 7:20

Arrive At Destination _____

Arrive At Customer : 7:45

Begin Unloading : _____

Begin ^{Work} Loading : 8:00

Finish Unloading : _____

Finish ^{Work} Loading : 8:15

Leave Destination : _____

Leave Customer : 8:30

Arrive At CES Yard : 8:55

Customer PO # : _____

Total Hours : _____

CES Unload: ☐

Gross Weight : _____

Ending Odometer : 144765

Tare Weight : _____

Beginning Odometer : 144737

Net Weight : _____

Total Miles : 28

Driver : J. Hernandez
Taylor, Matthew

Tractor # : 250 108

Tote # : _____

Signature: 

Trailer # : 251

Box # : CES Box #617

Job Comments/Equipment : DELIVERED CES VACUUM BOX #617 TO
SOUTHCOST (WALLISVILLE) AS DIRECTED. DROPPED BOX WHERE
NEEDED FOR IRVIN WOODARD.

White (CES Office)

Yellow (CES Office / Billing)

Pink (CES Office / IFTA)

Golden Rod (Customer)

EPAHO093000460



**CES Environmental
Services, Inc.**

JOB INFORMATION PROFILE

Folder ID : **South Coast Terminals (Wallisville)
field service**

Customer : South Coast Terminals (Wallisville)

Address : 7401 Wallisville Rd.

City,State,Zip : Houston TX , 77020

CES Contact : Matt Bowman (713) 826 - 1329

Driver : Hernandez, Joe

Helper :

Date : 10/25/2007

Time : 0600

Truck # 108

Trailer #

Job Description :

deliver a vac box to wallisville

ID #: 51538

CUSTOMER INFORMATION

OPERATION HOURS:

Open :
Close:

SHIPPING/RECEIVING CONTACT:

Name:
Number:

AFTER HOURS CONTACT:

Name:
Number:

RECEIVING INFORMATION

OPERATION HOURS:

Open :
Close:

SHIPPING/RECEIVING CONTACT:

Name:
Number:

AFTER HOURS CONTACT:

Name:
Number:

PURCHASE ORDER NUMBER REQUIRED:

☐ YES ☐ NO

IF YES, P.O. #:

PPE REQUIRED:

☐ YES ☐ NO

IF YES, WHAT?

CAN CUSTOMER LOAD US:

☐ YES ☐ NO

ROPPER PUMP:

☐ YES ☐ NO

LOADING/UNLOADING TRAILER TYPE:

☐ REAR ☐ BELLY
☐ DOES NOT MATTER

HACSC REQUIRED:

☐ YES ☐ NO

IF YES, WHAT?

WASHOUT ANTICIPATED:

☐ YES ☐ NO

BOX LINER REQUIRED

☐ YES ☐ NO

BOX NUMBER:

CES OWNS BOX:

☒ YES ☐ NO

CUSTOMER OWNS BOX:

☐ YES ☐ NO

CES RENTED BOX:

☐ YES ☐ NO

CUSTOMER RENTED BOX:

☐ YES ☐ NO

AMOUNT OF HOSE NEEDED:

SIZE:

DRUM DOLLY NEEDED:

☐ YES ☐ NO

PALLET JACK NEEDED:

☐ YES ☐ NO



**CES Environmental
Services, Inc.**

4804 Griggs Road
Houston, TX 77021
Tel: (713) 676-1480
Fax: (713) 676-1676

Transportation Work Ticket

Folder ID : South Coast Terminals (Wallisville)
field service

Date : 10/25/2007

Manifest # : _____

South Coast Terminals (Wallisville)

Client : _____

Ticket : 51895

Phone : 7136722401

CES Environmental Services, Inc.

Consignee : _____

Transporter : CES Environmental Services, Inc.

Signature _____

Signature _____

Leave CES Yard : 1515

Arrive At Destination 1520

Arrive At Customer : _____

Begin Unloading : 1600

Begin Loading : 1430

Finish Unloading : 1730

Finish Loading : 1500

Leave Destination : 1735

Leave Customer : _____

Arrive At CES Yard : 1800

Customer PO # : _____

Total Hours:

2.75

CES Unload: ☐

Gross Weight : _____

Ending Odometer : 206535

Tare Weight : _____

Beginning Odometer : 206508

Net Weight : _____

Total Miles : 27

Driver : Hickman, Robert

Tractor # : 281

Tote # : _____

Signature : Robert Hickman

Trailer # : 250

Box # : CES Box #639

Job Comments/Equipment : one inflator, move CES Box 639

White (CES Office)

Yellow (CES Office / Billing)

Pink (CES Office / IFTA)

Golden Rod (Customer)

EPAHO093000462



**CES Environmental
Services, Inc.**

JOB INFORMATION PROFILE

Folder ID : South Coast Terminals (Wallisville)
field service

Customer : South Coast Terminals (Wallisville)

Driver : Hickman, Robert

Address : 7401 Wallisville Rd.

Helper :

City,State,Zip : Houston TX , 77020

Date : 10/25/2007

Time : 3rd

CES Contact : Matt Bowman (713) 826 - 1329

Truck #

Trailer #

Job Description :

deliver CES vac box 639 to wallisville

ID #: 51895

CUSTOMER INFORMATION

OPERATION HOURS:

SHIPPING/RECEIVING CONTACT:

AFTER HOURS CONTACT:

Open :
Close:

Name:
Number:

Name:
Number:

RECEIVING INFORMATION

OPERATION HOURS:

SHIPPING/RECEIVING CONTACT:

AFTER HOURS CONTACT:

Open :
Close:

Name:
Number:

Name:
Number:

PURCHASE ORDER NUMBER REQUIRED:

☐ YES ☐ NO

IF YES, P.O. #:

PPE REQUIRED:

☐ YES ☐ NO

IF YES, WHAT?

CAN CUSTOMER LOAD US :

☐ YES ☐ NO

ROPPER PUMP:

☐ YES ☐ NO

LOADING/UNLOADING TRAILER TYPE:

☐ REAR ☐ BELLY
☐ DOES NOT MATTER

HACSC REQUIRED:

☐ YES ☐ NO

IF YES, WHAT?

WASHOUT ANTICIPATED:

☐ YES ☐ NO

BOX LINER REQUIRED

☐ YES ☐ NO

BOX NUMBER:

CES OWNS BOX:

☐ YES ☐ NO

CUSTOMER OWNS BOX:

☐ YES ☐ NO

CES RENTED BOX:

☐ YES ☐ NO

CUSTOMER RENTED BOX:

☐ YES ☐ NO

AMOUNT OF HOSE NEEDED:

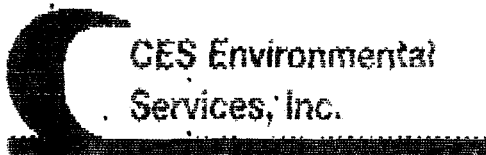
SIZE:

DRUM DOLLY NEEDED:

☐ YES ☐ NO

PALLET JACK NEEDED:

☐ YES ☐ NO



CES Environmental
Services, Inc.

4804 Griggs Road
Houston, TX 77021
Tel: (713) 878-1480
Fax: (713) 878-1675

Transportation Work Ticket

Folder ID : South Coast Terminals (Wallisville)
field service

Date : 10/25/2007

Manifest # : _____

South Coast Terminals (Wallisville)

Client : _____

Ticket : 51841

Phone : 7136722401

CES Environmental Services, Inc.

Consignee : _____

CES Environmental Services, Inc.

Transporter : _____

Signature _____

Signature _____

Leave CES Yard : 1245

Arrive At Destination 1310

Arrive At Customer : _____

Begin Unloading : 1315

Begin Loading : 1230

Finish Unloading : 1345

Finish Loading : 1240

Leave Destination : 1350

Leave Customer : _____

Arrive At CES Yard : 1415

Customer PO # : _____

Total Hours : _____

1.5

CES Unload: ☐

Gross Weight : _____

Ending Odometer : 206508

Tare Weight : _____

Beginning Odometer : 206483

Net Weight : _____

Total Miles : 25

Driver : Hickman, Robert

Tractor # : 281

Tote # : _____

Signature : Robert Hickman

Trailer # : 250

Box # : CES Box #533

Job Comments/Equipment : One Implant move (C.E.S. Box 615)

White (CES Office)

Yellow (CES Office / Billing)

Pink (CES Office / IFTA)

Golden Rod (Customer)

EPAHO093000464



**CES Environmental
Services, Inc.**

JOB INFORMATION PROFILE

Folder ID : South Coast Terminals (Wallisville)
field service

Customer : South Coast Terminals (Wallisville)

Driver : Hickman, Robert

Address : 7401 Wallisville Rd.

Helper :

City,State,Zip : Houston TX , 77020

Date : 10/25/2007

Time :

CES Contact : Matt Bowman (713) 826 - 1329

Truck #

Trailer #

Job Description :

deliver a vac box to wallisville

ID #: 51841

CUSTOMER INFORMATION

OPERATION HOURS:

SHIPPING/RECEIVING CONTACT:

AFTER HOURS CONTACT:

Open :		Name:		Name:	
Close:		Number:		Number:	

RECEIVING INFORMATION

OPERATION HOURS:

SHIPPING/RECEIVING CONTACT:

AFTER HOURS CONTACT:

Open :		Name:		Name:	
Close:		Number:		Number:	

PURCHASE ORDER NUMBER REQUIRED:

☐ YES ☐ NO

IF YES, P.O. #:

PPE REQUIRED:

☐ YES ☐ NO

IF YES, WHAT?

HACSC REQUIRED:

☐ YES ☐ NO

IF YES, WHAT?

CAN CUSTOMER LOAD US :

☐ YES ☐ NO

WASHOUT ANTICIPATED:

☐ YES ☐ NO

ROPPER PUMP:

☐ YES ☐ NO

BOX LINER REQUIRED

☐ YES ☐ NO

LOADING/UNLOADING TRAILER TYPE:

☐ REAR ☐ BELLY
☐ DOES NOT MATTER

BOX NUMBER:

CES OWNS BOX:

☐ YES ☐ NO

CUSTOMER OWNS BOX:

☐ YES ☐ NO

CES RENTED BOX:

☐ YES ☐ NO

CUSTOMER RENTED BOX:

☐ YES ☐ NO

AMOUNT OF HOSE NEEDED:

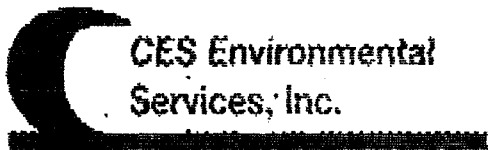
SIZE:

DRUM DOLLY NEEDED:

☐ YES ☐ NO

PALLET JACK NEEDED:

☐ YES ☐ NO



**CES Environmental
Services, Inc.**

4904 Griggs Road
Houston, TX 77021
Tel: (713) 876-1480
Fax: (713) 876-1678

Transportation Work Ticket

Folder ID : South Coast Terminals (Wallisville)
field service

Date : 10/25/2007 Manifest # : _____

South Coast Terminals (Wallisville)

Client : _____ Ticket : 51537

Phone : 7136722401 Consignee : _____

CES Environmental Services, Inc.

Transporter : _____

Signature _____

Signature _____

Leave CES Yard : 7:23 AM	Arrive At Destination : _____
Arrive At Customer : 7:45 AM	Begin Unloading : _____
Begin Loading : 8:00 AM	Finish Unloading : _____
Finish Loading : 6:00 AM	Leave Destination : _____
Leave Customer : 6:15 PM	Arrive At CES Yard : 6:45 PM

Customer PO # : _____

Total Hours : _____

CES Unload: ☐

Gross Weight : _____

Ending Odometer : 25265

Tare Weight : _____

Beginning Odometer : 25240

Net Weight : _____

Total Miles : 25

Driver : Soto, Andre

Tractor # : 107

Tote # : _____

Signature : Andres Soto

Trailer # : _____

Box # : _____

Job Comments/Equipment : _____

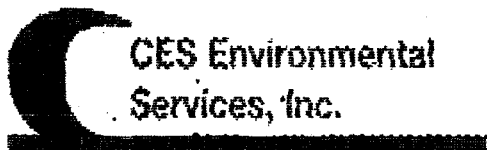
White (CES Office)

Yellow (CES Office / Billing)

Pink (CES Office / IFTA)

Golden Rod (Customer)

EPAHO093000466



CES Environmental
Services, Inc.

4904 Griggs Road
Houston, TX 77021
Tel. (713) 676-1460
Fax. (713) 676-1676

Transportation Work Ticket

Folder ID : South Coast Terminals (Wallisville)
field service

Date : 10/25/2007

Manifest # : _____

South Coast Terminals (Wallisville)

Client : _____

Ticket : 51535

Phone : 7136722401

Consignee : CES Environmental Services, Inc.

CES Environmental Services, Inc.

Transporter : _____

Signature *X H Ly*

Signature _____

Leave CES Yard : 0430

Arrive At Destination _____

Arrive At Customer : 0800

Begin Unloading : _____

Begin Loading : 0820

Finish Unloading : _____

Finish Loading : 17:50

Leave Destination : _____

Leave Customer : 18:15

Arrive At CES Yard : 18:45

Customer PO # : _____

Total Hours:

11.25

CES Unload: ☐

Gross Weight : _____

Ending Odometer : 222166

Tare Weight : _____

Beginning Odometer : 222141

Net Weight : _____

Total Miles : 25

Driver : Woodward, John

Tractor # : 104

Tote # : _____

Signature : *[Signature]*

Trailer # : _____

Box # : _____

Job Comments/Equipment : from 430am loading trucks with equipment
Removed sludge, grit, and water from customer's trench
AG Direct (Sludge approx. 18 inches Deep). Filled 2 CES
VAC Boxes (617, 633) and started on Box (639)
200' x 6" Flex Hose Hose, 12 Rolls Tape, 10 Type K's
Andreas G. Erik E. Technicians, 1 Service Truck

White (CES Office)

Yellow (CES Office / Billing)

Pink (CES Office / IFTA)

Golden Rod (Customer)

EPAHO093000467



**CES Environmental
Services, Inc.**

JOB INFORMATION PROFILE

Folder ID : South Coast Terminals (Wallisville)
field service

Customer : South Coast Terminals (Wallisville)

Driver : Woodard, Irvin

Address : 7401 Wallisville Rd.

Helper :

City,State,Zip : Houston TX, 77020

Date : 10/25/2007

Time : 0600

CES Contact : Matt Bowman (713) 826 - 1329

Truck #

105

Trailer #

Job Description :

SITE CONTACT: Frank Layne 713 806 1662

clean trenches and sump at wallisville

Air machine w/ operator

2 field service techs

PPE 2

Pressure washer

flex hose 100 ft

ID #: 51539

CUSTOMER INFORMATION

OPERATION HOURS:

Open :	
Close:	

SHIPPING/RECEIVING CONTACT:

Name:	
Number:	

AFTER HOURS CONTACT:

Name:	
Number:	

RECEIVING INFORMATION

OPERATION HOURS:

Open :	
Close:	

SHIPPING/RECEIVING CONTACT:

Name:	
Number:	

AFTER HOURS CONTACT:

Name:	
Number:	

PURCHASE ORDER NUMBER REQUIRED:

☐ YES ☐ NO

IF YES, P.O. #:

PPE REQUIRED:

☐ YES ☐ NO

IF YES, WHAT?

CAN CUSTOMER LOAD US:

☐ YES ☐ NO

ROPPER PUMP:

☐ YES ☐ NO

LOADING/UNLOADING TRAILER TYPE:

☐ REAR ☐ BELLY
☐ DOES NOT MATTER

BOX NUMBER:

CES OWNS BOX:

☐ YES ☐ NO

CUSTOMER OWNS BOX:

☐ YES ☐ NO

CES RENTED BOX:

☐ YES ☐ NO

CUSTOMER RENTED BOX:

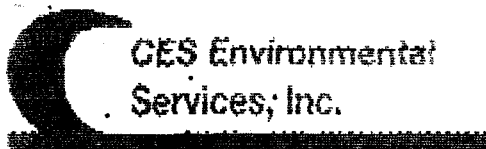
☐ YES ☐ NO

AMOUNT OF HOSE NEEDED:

DRUM DOLLY NEEDED:

☐ YES ☐ NO

EPAHO093000468



CES Environmental
Services, Inc.

4804 Griggs Road
Houston, TX 77021
Tel. (713) 676-1480
Fax. (713) 676-1876

Transportation Work Ticket

Folder ID : South Coast Terminals (Wallisville)
field service

Date : 10/26/2007 Manifest # : _____

South Coast Terminals (Wallisville)

Client : _____ Ticket : 51904

Phone : 7136722401 CES Environmental Services, Inc.

Transporter : CES Environmental Services, Inc. Consignee : _____

Signature _____ Signature _____

Leave CES Yard :	7:35 am	Arrive At Destination	_____
Arrive At Customer :	7:50 am	Begin Unloading :	_____
Begin Loading :	7:55 am	Finish Unloading :	_____
Finish Loading :	8:00 am	Leave Destination :	_____
Leave Customer :	8:10 am	Arrive At CES Yard :	_____

Customer PO # : _____

Total Hours : _____

CES Unload: ☐

Gross Weight : _____ Ending Odometer : _____

Tare Weight : _____ Beginning Odometer : 144765

Net Weight : _____ Total Miles : _____

Driver : Hernandez, Joe Tractor # : 108 Tote # : _____

Signature _____ Trailer # : _____ Box # : CES 641

Job Comments/Equipment : DELIVERED CES WASTE BOX # 641

AS DIRECTED FROM CHRIS Saylor TO IRVIN WARD

AT SOUTH COAST - WALLISVILLE TERMINAL.

White (CES Office)

Yellow (CES Office / Billing)

Pink (CES Office / IFTA)

Golden Red (Customer)

EPAHO093000469



**CES Environmental
Services, Inc.**

JOB INFORMATION PROFILE

Folder ID : South Coast Terminals (Wallisville)
field service

Customer : South Coast Terminals (Wallisville)

Driver : Hernandez, Joe

Address : 7401 Wallisville Rd.

Helper :

City,State,Zip : Houston TX , 77020

Date : 10/26/2007

Time : 0700

CES Contact : Matt Bowman (713) 826 - 1329

Truck # 108

Trailer #

Job Description :

deliver a vac box to wallisville box 641

ID #: 51904

CUSTOMER INFORMATION

OPERATION HOURS:

SHIPPING/RECEIVING CONTACT:

AFTER HOURS CONTACT:

Open :
Close:

Name:
Number:

Name:
Number:

RECEIVING INFORMATION

OPERATION HOURS:

SHIPPING/RECEIVING CONTACT:

AFTER HOURS CONTACT:

Open :
Close:

Name:
Number:

Name:
Number:

PURCHASE ORDER NUMBER REQUIRED:

☐ YES ☐ NO

IF YES, P.O. #:

PPE REQUIRED:

☐ YES ☐ NO

IF YES, WHAT?

HACSC REQUIRED:

☐ YES ☐ NO

IF YES, WHAT?

CAN CUSTOMER LOAD US:

☐ YES ☐ NO

WASHOUT ANTICIPATED:

☐ YES ☐ NO

WATER PUMP:

☐ YES ☐ NO

BOX LINER REQUIRED

☐ YES ☐ NO

LOADING/UNLOADING TRAILER TYPE:

☐ REAR ☐ BELLY
☐ DOES NOT MATTER

BOX NUMBER:

CES OWNS BOX:

☐ YES ☐ NO

CUSTOMER OWNS BOX:

☐ YES ☐ NO

CES RENTED BOX:

☐ YES ☐ NO

CUSTOMER RENTED BOX:

☐ YES ☐ NO

AMOUNT OF HOSE NEEDED:

SIZE:

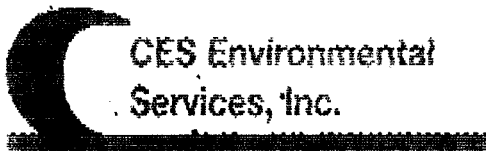
DRUM DOLLY NEEDED:

☐ YES ☐ NO

PALLET JACK NEEDED:

☐ YES ☐ NO

EPAHO093000470



4804 Griggs Road
Houston, TX 77021
Tel. (713) 878-1480
Fax (713) 878-1878

Transportation Work Ticket

Folder ID : South Coast Terminals (Wallisville)
field service

Date : 10/26/2007 Manifest # : _____

South Coast Terminals (Wallisville)

Client : _____ Ticket : 51899

Phone : 7136722401 Consignee : CES Environmental Services, Inc.

CES Environmental Services, Inc.

Transporter : _____

Signature X MR

Signature _____

Leave CES Yard : 7:00

Arrive At Destination _____

Arrive At Customer : 7:50

Begin Unloading : _____

Begin Loading : 8:00

Finish Unloading : _____

Finish Loading : 11:30

Leave Destination : _____

Leave Customer : 12:00

Arrive At CES Yard : 12:45

Customer PO # : _____

Total Hours:

5.50

CES Unload: ☐

Gross Weight : _____

Ending Odometer : 159154

Tare Weight : _____

Beginning Odometer : 159134

Net Weight : _____

Total Miles : 25

Driver : Woodard, J. Vin

Tractor # : 1054

Tote # : _____

Signature : [Signature]

Trailer # : _____

Box # : _____

Job Comments/Equipment : Remove sludge & water from customer's

Trench & 3 sumps as directed by FRANK

C.E.S. Mac Box #41 Delivered but not used.

1996 white truck (#103)

Andres S. Ruiz E-Technician

White (CES Office)

Yellow (CES Office / Billing)

Pink (CES Office / IFTA)

Golden Red (Customer)

#103
TRUCK

EPAHO093000471



**CES Environmental
Services, Inc.**

JOB INFORMATION PROFILE

Folder ID : South Coast Terminals (Wallisville)
field service

Customer : South Coast Terminals (Wallisville)

Driver : Woodard, Irvin

Address : 7401 Wallisville Rd.

Helper :

City,State,Zip : Houston TX , 77020

Date : 10/26/2007

Time : 0600

CES Contact : Matt Bowman (713) 826 - 1329

Truck # 105

Trailer #

Job Description :

SITE CONTACT: Frank Layne 713 806 1662

clean trenches and sump at wallisville

Air machine w/ operator

2 field service techs

PPE 2

Pressure washer

flex hose 100 ft

ID #: 51899

CUSTOMER INFORMATION

OPERATION HOURS:

Open :	
Close:	

SHIPPING/RECEIVING CONTACT:

Name:	
Number:	

AFTER HOURS CONTACT:

Name:	
Number:	

RECEIVING INFORMATION

OPERATION HOURS:

Open :	
Close:	

SHIPPING/RECEIVING CONTACT:

Name:	
Number:	

AFTER HOURS CONTACT:

Name:	
Number:	

PURCHASE ORDER NUMBER REQUIRED:

☐ YES ☐ NO

IF YES, P.O. #:

PPE REQUIRED:

☐ YES ☐ NO

IF YES, WHAT?

CAN CUSTOMER LOAD US:

☐ YES ☐ NO

ROPPER PUMP:

☐ YES ☐ NO

LOADING/UNLOADING TRAILER TYPE:

☐ REAR ☐ BELLY
☐ DOES NOT MATTER

BOX NUMBER:

HACSC REQUIRED:

☐ YES ☐ NO

IF YES, WHAT?

WASHOUT ANTICIPATED:

☐ YES ☒ NO

BOX LINER REQUIRED

☐ YES ☒ NO

CES OWNS BOX:

☐ YES ☐ NO

CUSTOMER OWNS BOX:

☐ YES ☐ NO

CES RENTED BOX:

☐ YES ☐ NO

CUSTOMER RENTED BOX:

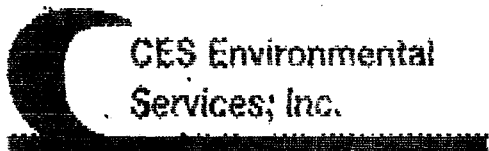
☐ YES ☐ NO

AMOUNT OF HOSE NEEDED:

DRUM DOLLY NEEDED:

☐ YES ☐ NO

EPAHO093000472



4904 Griggs Road
Houston, TX 77021
Tel: (713) 676-1480
Fax: (713) 676-1676

Transportation Work Ticket

Folder ID : South Coast Terminals (Wallisville)
field service

Date : 10/26/2007 Manifest # : _____

South Coast Terminals (Wallisville)

Client : _____ Ticket : 51500

Phone : 7136722401 Consignee : _____

CES Environmental Services, Inc.

Transporter : _____

Signature : AP

Signature : _____

Leave CES Yard : 6:55 AM

Arrive At Destination : _____

Arrive At Customer : 7:30 AM

Begin Unloading : _____

Begin Loading : 8:00 AM

Finish Unloading : _____

Finish Loading : 11:30 AM

Leave Destination : _____

Leave Customer : 12:00 PM

Arrive At CES Yard : 12:30 PM

Customer PO # : _____

Total Hours : _____

CES Unload: ☐

Gross Weight : _____

Ending Odometer : 25291

Tare Weight : _____

Beginning Odometer : 25266

Net Weight : _____

Total Miles : 25

Driver : Soto, Andre

Tractor # : 103

Total # : _____

Signature : Andre Soto

Trailer # : _____

Box # : _____

Job Comments/Equipment : _____

White (CES Office)

Yellow (CES Office / Billing)

Pink (CES Office / IFTA)

Golden Rod (Customer)

EPAHO093000473

Box # 617

Please print or type. (Form designed for use on elite (12-pitch) typewriter.)

Form Approved. OMB No. 2050-0039

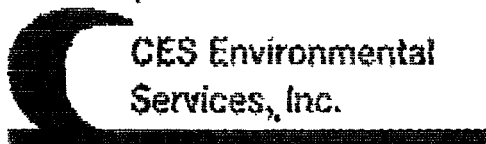
UNIFORM HAZARDOUS WASTE MANIFEST		1. Generator ID Number TXD056267230	2. Page 1 of 1	3. Emergency Response Phone (713) 872-2401	4. Manifest Tracking Number 002159758 JJK	
5. Generator Name (if different from address) South Coast Terminals (Wallisville) 7401 Wallisville Road Houston, TX 77020 (713) 672-2401 Generator's Phone:		6. Generator Address (if different from address) South Coast Terminals (Wallisville) 7401 Wallisville Rd. Houston, TX 77020 (713) 672-2401				
6. Generator Name CES Environmental Services, Inc.				U.S. EPA ID Number TXD008950461		
7. Transporter 2 Company Name				U.S. EPA ID Number		
8. Designated Facility Name and Address CES Environmental Services, Inc. 4904 Griggs Rd. Houston TX, 77021 (713) 676-1460 Facility's Phone:				U.S. EPA ID Number TXD008950461		
GENERATOR ↓	9a. HM	9b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any)) Non-RCRA/Non DOT regulated trench sludge	10. Containers No. Type 1 CM		11. Total Quantity 20	12. Unit Wt./Vol.
						13. Waste Codes 93255191
14. Special Handling Instructions and Additional Information Folder ID: South Coast Terminals (Wallisville) field service CES Profile # CES Job # - 51911						
15. GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations. If export shipment and I am the Primary Exporter, I certify that the contents of this consignment conform to the terms of the attached EPA Acknowledgment of Consent. I certify that the waste minimization statement identified in 40 CFR 262.27(a) (if I am a large quantity generator) or (b) (if I am a small quantity generator) is true.						
Generator's/Offor's Printed/Typed Name FRANK LAYNE				Signature <i>[Signature]</i>		Month Day Year 10 29 07
TRANSPORTER ↓	16. International Shipments <input type="checkbox"/> Import to U.S. <input type="checkbox"/> Export from U.S. Port of entry/exit: _____ Date leaving U.S.: _____					
	17. Transporter Acknowledgment of Receipt of Materials Transporter 1 Printed/Typed Name Robert Hickman Signature <i>[Signature]</i> Month Day Year 10 29 07 Transporter 2 Printed/Typed Name _____ Signature _____ Month Day Year _____					
DESIGNATED FACILITY ↓	18. Discrepancy 18a. Discrepancy Indication Space <input type="checkbox"/> Quantity <input type="checkbox"/> Type <input type="checkbox"/> Residue <input type="checkbox"/> Partial Rejection <input type="checkbox"/> Full Rejection Manifest Reference Number: _____					
	18b. Alternate Facility (or Generator) _____ U.S. EPA ID Number _____					
	Facility's Phone: _____					
	18c. Signature of Alternate Facility (or Generator) _____ Month Day Year _____					
19. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems) 1. H141, H135 2. _____ 3. _____ 4. _____						
20. Designated Facility Owner or Operator: Certification of receipt of hazardous materials covered by the manifest except as noted in Item 18a Printed/Typed Name <i>[Signature]</i> Signature <i>[Signature]</i> Month Day Year 10 29 07						

EPA Form 8700-22 (Rev. 3-05) Previous editions are obsolete.

DESIGNATED FACILITY TO DESTINATION STATE (IF REQUIRED)

EPAHO093000474

UNIFORM HAZARDOUS WASTE MANIFEST		1. Generator ID Number TXD058267230	2. Page 1 of 1	3. Emergency Response Phone (713) 672-2401	4. Manifest Tracking Number 002159758 JJK	
5. Generator Name and Mailing Address 7401 Wallisville Road Houston, TX 77020 (713) 672-2401		6. Generator Site Name (Address and mailing address) 7401 Wallisville Rd Houston, TX 77020 (713) 672-2401				
7. Transporter 2 Company Name		U.S. EPA ID Number TXD008950461				
8. Designated Facility Name and Site Address 4904 Griggs Rd Houston TX, 77021 (713) 676-1460		U.S. EPA ID Number TXD008950461				
9a. HM	9b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any)) NON-FLAMMABLE DOT regulated waste sludge	10. Containers No. Type 1 CM		11. Total Quantity 20	12. Unit WL/Vol.	13. Waste Codes 93259191
14. Special Handling Instructions and Additional Information Field service 11a) 1307 11b) 11c) 11d)						
15. GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations. If export shipment and I am the Primary Exporter, I certify that the contents of this consignment conform to the terms of the attached EPA Acknowledgment of Consent. I certify that the waste minimization statement identified in 40 CFR 262.27(a) (if I am a large quantity generator) or (b) (if I am a small quantity generator) is true.						
Generator's/Offor's Printed/Typed Name FRANK L. L. L.		Signature <i>[Signature]</i>		Month Day Year 12/29/07		
16. International Shipments <input type="checkbox"/> Import to U.S. <input type="checkbox"/> Export from U.S. Port of entry/exit: Date leaving U.S.:						
17. Transporter Acknowledgment of Receipt of Materials						
Transporter 1 Printed/Typed Name Robert Hickman		Signature <i>[Signature]</i>		Month Day Year 12/29/07		
Transporter 2 Printed/Typed Name		Signature		Month Day Year		
18. Discrepancy						
18a. Discrepancy Indication Space <input type="checkbox"/> Quantity <input type="checkbox"/> Type <input type="checkbox"/> Residue <input type="checkbox"/> Partial Rejection <input type="checkbox"/> Full Rejection						
Manifest Reference Number:						
18b. Alternate Facility (or Generator) U.S. EPA ID Number						
Facility's Phone:						
18c. Signature of Alternate Facility (or Generator) Month Day Year						
19. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)						
1. H141 H135		2.		3.		4.
20. Designated Facility Owner or Operator: Certification of receipt of hazardous materials covered by the manifest except as noted in Item 18a						
Printed/Typed Name G. L. L.		Signature <i>[Signature]</i>		Month Day Year 12/29/07		



CES Environmental
Services, Inc.

4904 Griggs Road
Houston, TX 77021
Tel (713) 676-1480
Fax (713) 676-1676

Transportation Work Ticket

Folder ID : South Coast Terminals (Wallisville)
field service

Date : 10/29/2007

Manifest # : 002159758

JK

South Coast Terminals (Wallisville)

Client :

Ticket : 51911

Phone : 7136722401

CES Environmental Services, Inc.

Consignee :

CES Environmental Services, Inc.

Transporter :

Signature

Signature

Leave CES Yard : 1300

Arrive At Destination

Arrive At Customer : 1325

Begin Unloading :

Begin Loading : 1330

Finish Unloading :

Finish Loading : 1345

Leave Destination :

Leave Customer : 1355

Arrive At CES Yard : 1415

Customer PO #:

Total Hours:

2.0

CES Unload. ☐

Gross Weight :

Ending Odometer : 206888

Tare Weight :

Beginning Odometer : 206862

Net Weight :

Total Miles : 26

Driver : Hickman, Robert

Tractor # : 281

Tote # :

Signature : Robert Hickman

Trailer # : 250

Box # : 617

Job Comments/Equipment :

Sample + Analysis AT 1500 hrs.

White (CES Office)

Yellow (CES Office / Billing)

Pink (CES Office / IFTA)

Golden Rod (Customer)

EPAHO093000476



**CES Environmental
Services, Inc.**

JOB INFORMATION PROFILE

Folder ID : **South Coast Terminals (Wallisville)**
field service

Customer : South Coast Terminals (Wallisville)

Driver : Hickman, Robert

Address : 7401 Wallisville Rd.

Helper :

City,State,Zip : Houston TX , 77020

Date : 10/29/2007

Time : 2nd

CES Contact : Matt Bowman (713) 826 - 1329

Truck # 281

Trailer # 250

Job Description :

1. Pickup CES box #641 containing TRENCH SLUDGE

2. Haul load to CES and get with the warehouse for QC

**If everything checks out okay, then we will re-directed to Republic

ID #: 51911

CUSTOMER INFORMATION

OPERATION HOURS:

Open :	
Close:	

SHIPPING/RECEIVING CONTACT:

Name:	
Number:	

AFTER HOURS CONTACT:

Name:	
Number:	

RECEIVING INFORMATION

OPERATION HOURS:

Open :	
Close:	

SHIPPING/RECEIVING CONTACT:

Name:	
Number:	

AFTER HOURS CONTACT:

Name:	
Number:	

PURCHASE ORDER NUMBER REQUIRED:

☐ YES ☐ NO

IF YES, P.O. #:

PPE REQUIRED:

☐ YES ☐ NO

IF YES, WHAT?

CAN CUSTOMER LOAD US:

☐ YES ☐ NO

ROPPER PUMP:

☐ YES ☐ NO

LOADING/UNLOADING TRAILER TYPE:

☐ REAR ☐ BELLY
☐ DOES NOT MATTER

BOX NUMBER:

CES OWNS BOX:

☐ YES ☐ NO

CUSTOMER OWNS BOX:

☐ YES ☐ NO

CES RENTED BOX:

☐ YES ☐ NO

CUSTOMER RENTED BOX:

☐ YES ☐ NO

AMOUNT OF HOSE NEEDED:

SIZE:

DRUM DOLLY NEEDED:

☐ YES ☐ NO

PALLET JACK NEEDED:

☐ YES ☐ NO

EPAHO093000477

CES Environmental Services

Container / Tank Cleaning Division

4904 Griggs Rd. • Houston, TX 77021

Phone: (713) 676-1460 • Fax: (713) 676-1676

TANK WASH WORK ORDER

14281

PO # <i>South East</i>	Customer: <i>CES</i>	Date: <i>10-29-07</i>
Tractor <i>281</i>	Address:	Time:
Trailer / Container Number <i>617</i>	Dropped By: <i>Robert H.</i>	Need By:

CONTAINER TYPE: ☐ TOTE BIN ☐ ROLL DOOR BOX ☐ ISO CONTAINER ☐ DRY BULK
☐ TANK TRAILER ☐ ROLL TARP BOX ☒ VACUUM BOX ☐ FRAC TANK ☐ POLY TANK ☐ VACUUM TRUCK

Compartment #	Last Contained	Heel - Hazardous	Heel - Non-Haz	Drum / Rolloff
1	<i>trench Sludge</i>			
2				
3				
4				
5				

CLEANING CODES	WORK PERFORMED	TANK ENTRY PERMIT
1 Air Dry		Oxygen (19.5% -23.5%) #1 _____ #2 _____ #3 _____ #4 _____ #5 _____
2 Quick Rinse		LEL (<10%) #1 _____ #2 _____ #3 _____ #4 _____ #5 _____
3 Cold Water Rinse		CO ² (<35 ppm) #1 _____ #2 _____ #3 _____ #4 _____ #5 _____
4 Hot Water Rinse		Toxic Vapor #1 _____ #2 _____ #3 _____ #4 _____ #5 _____
5 Steam Only (Per Hour)		Signature: _____
6 Steam & Dry		Stripper Usage: _____
7 Rinse, Steam & Dry		Comments: _____
8 Detergent Wash, Rinse & Dry	<i>/</i>	
9 Caustic Wash & Dry		
10 Caustic Wash, Rinse & Dry		
11 Waste Water Surcharge	<i>/</i>	
12 Solvent Wash (Diesel # Hours)		
13 Solvent Wash (Stripper)		
14 Exterior Tractor Wash		
15 Exterior Trailer Wash (w/o Internal)		
16 Exterior Trailer Wash (with Internal)		
17 Exterior Acid Brite Wash		Authorized Additional Services: _____
18 Hand Labor (# Men / # Hours)		
19 Hydroblaster (# Hours)		
20 Solvent Wash (Green Stripper)		
21 Passivation		
Hose Cleaning		
Pump Cleaning		

CES Environmental Services, Inc., Cleaning Division, makes no guarantees with respect to the thoroughness of the tank washing procedure or the total elimination of interior residues and/or moisture. Final inspection of the equipment remains the responsibility of the customer, and they hereby release CES Environmental Services, Inc., Cleaning Division, from any responsibility for claims arising from any allegations that the equipment was improperly cleaned, resulting in damage or loss.

CES Environmental Services, Inc., Cleaning Division, is in no manner responsible for any damages or losses of equipment and/or materials left in their yard.

Cleaned By: *BB* Date: *10-30*Inspected By: *JP* Date: *10-30*

Print Name: _____ Date: _____

Signature: _____

EPAHO093000478

Box # 639

Please print or type. (Form designed for use on elite (12-pitch) typewriter.)

Form Approved. OMB No. 2050-0039

UNIFORM HAZARDOUS WASTE MANIFEST		1. Generator ID Number TXD056267230		2. Page 1 of 1		3. Emergency Response Phone (713) 672-2401		4. Manifest Tracking Number 002159757 JJK	
5. Generator's Name and Mailing Address South Coast Terminals (Wallisville) 7401 Wallisville Road Houston, TX 77020 Generator's Phone: (713) 672-2401				Generator's Site Address (if different than mailing address) South Coast Terminals (Wallisville) 7401 Wallisville Rd. Houston, TX 77020 (713) 672-2401					
6. Transporter 1 Company Name CES Environmental Services, Inc.								U.S. EPA ID Number TXD008950461	
7. Transporter 2 Company Name								U.S. EPA ID Number	
8. Designated Facility Name and Site Address CES Environmental Services, Inc. 4904 Griggs Rd. Houston TX, 77021 Facility's Phone: (713) 676-1460								U.S. EPA ID Number TXD008950461	
GENERATOR	9a. HM	9b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))	10. Containers		11. Total Quantity	12. Unit Wt./Vol.	13. Waste Codes		
			No.	Type					
		non-RCRA/Non DOT regulated trench sludge	1	CM	20	Y	93255191		
14. Special Handling Instructions and Additional Information Order ID: South Coast Terminals (Wallisville) field service CES Profile # CES Job # - 51894									
15. GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations. If export shipment and I am the Primary Exporter, I certify that the contents of this consignment conform to the terms of the attached EPA Acknowledgment of Consent. I certify that the waste minimization statement identified in 40 CFR 262.27(a) (if I am a large quantity generator) or (b) (if I am a small quantity generator) is true.									
Generator's/Offor's Printed/Typed Name FRANK LAYNE									
Signature <i>[Signature]</i>									
Month Day Year 10 29 07									
INTL	16. International Shipments <input type="checkbox"/> Import to U.S. <input type="checkbox"/> Export from U.S. Port of entry/exit: _____ Date leaving U.S.: _____								
	17. Transporter Acknowledgment of Receipt of Materials								
	Transporter 1 Printed/Typed Name Robert Hickman								
TRANSPORTER	Signature <i>[Signature]</i>								
	Month Day Year 10 29 07								
	Transporter 2 Printed/Typed Name								
DESIGNATED FACILITY	18. Discrepancy								
	18a. Discrepancy Indication Space <input type="checkbox"/> Quantity <input type="checkbox"/> Type <input type="checkbox"/> Residue <input type="checkbox"/> Partial Rejection <input type="checkbox"/> Full Rejection								
	Manifest Reference Number: _____								
	18b. Alternate Facility (or Generator) U.S. EPA ID Number								
	Facility's Phone: _____								
18c. Signature of Alternate Facility (or Generator)									
Month Day Year									
19. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)									
1. H141, H135 2. 3. 4.									
20. Designated Facility Owner or Operator: Certification of receipt of hazardous materials covered by the manifest except as noted in Item 18a									
Printed/Typed Name Sam Brown									
Signature <i>[Signature]</i>									
Month Day Year 10 29 07									

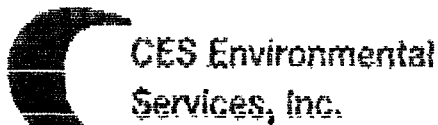
EPA Form 8700-22 (Rev. 3-05) Previous editions are obsolete.

DESIGNATED FACILITY TO DESTINATION STATE (IF REQUIRED)

EPAHO093000479

Box # 639

UNIFORM HAZARDOUS WASTE MANIFEST		1. Generator ID Number TXD056267230	2. Page 1 of 1	3. Emergency Response Phone (713) 672-2401	4. Manifest Tracking Number 002159757 JJK
5. Generator's Name and Mailing Address (if different than mailing address) 7401 Wallisville Road Houston, TX 77020 (713) 672-2401 Generator's Phone: C.P. Environmental Services, Inc.			Generator's Site Address (if different than mailing address) 7401 Wallisville Rd Houston, TX 77020 (713) 672-2401		
6. Transporter 1 Company Name				U.S. EPA ID Number TXD008950461	
7. Transporter 2 Company Name				U.S. EPA ID Number	
8. Designated Facility Name and Site Address 4304 Griggs Rd. Houston TX, 77021 Facility's Phone: (713) 676-1460				U.S. EPA ID Number TXD008950461	
GENERATOR	9a. HM	9b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any)) NON-RCFA NON DOT regulated waste sludge	10. Containers No. Type		11. Total Quantity 20
12. Unit Wt./Vol.					13. Waste Codes 93259191
14. Special Handling Instructions and Additional Information (if any) field service 11a) 1307 11b) 11c) 11d)					
15. GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations. If export shipment and I am the Primary Exporter, I certify that the contents of this consignment conform to the terms of the attached EPA Acknowledgment of Consent. I certify that the waste minimization statement identified in 40 CFR 262.27(a) (if I am a large quantity generator) or (b) (if I am a small quantity generator) is true.					
Generator's/Offor's Printed/Typed Name FRANK LAJALIE			Signature <i>[Signature]</i>		Month Day Year 10 29 07
INTL	16. International Shipments <input type="checkbox"/> Import to U.S. <input type="checkbox"/> Export from U.S. Port of entry/exit: _____ Date leaving U.S.: _____				
	17. Transporter Acknowledgment of Receipt of Materials				
TRANSPORTER	Transporter 1 Printed/Typed Name Robert Hickman			Signature <i>[Signature]</i>	
	Transporter 2 Printed/Typed Name			Signature	
DESIGNATED FACILITY	18. Discrepancy				
	18a. Discrepancy Indication Space <input type="checkbox"/> Quantity <input type="checkbox"/> Type <input type="checkbox"/> Residue <input type="checkbox"/> Partial Rejection <input type="checkbox"/> Full Rejection				
	Manifest Reference Number:				
	18b. Alternate Facility (or Generator) U.S. EPA ID Number				
	Facility's Phone:				
	18c. Signature of Alternate Facility (or Generator)				Month Day Year
	19. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)				
	1. H141, H135	2.	3.	4.	
	20. Designated Facility Owner or Operator: Certification of receipt of hazardous materials covered by the manifest except as noted in Item 18a				
	Printed/Typed Name Sam Brown			Signature <i>[Signature]</i>	
				Month Day Year 10 29 07	



4804 Briggs Road
Houston, TX 77021
Tel: (713) 876-1460
Fax: (713) 876-1678

Transportation Work Ticket

Folder ID : South Coast Terminals (Wallisville)
field service

Date : 10/29/2007 Manifest # : 002159757 JJK

South Coast Terminals (Wallisville)

Client : Ticket : 51894

Phone : 7136722401 CES Environmental Services, Inc.

Consignee :

CES Environmental Services, Inc.

Transporter :

Signature M. In

Signature

Leave CES Yard : 0700

Arrive At Destination

Arrive At Customer : 0720

Begin Unloading :

Begin Loading : 0725

Finish Unloading :

Finish Loading : 0740

Leave Destination :

Leave Customer : 0745

Arrive At CES Yard : 0815

Customer PO #:

Total Hours:

1.75

CES Unload:



Gross Weight :

Ending Odometer : 206762

Tare Weight :

Beginning Odometer : 206736

Net Weight :

Total Miles : 26

Driver : Hickman, Robert

Tractor # : 281

Tote # :

Signature : Robert Hickman

Trailer # : 250

Box # : 639

Job Comments/Equipment : Sample & Analysis, at 0845 hrs.

RH
~~4 Yards heel would not come out after dump~~

White (CES Office)

Yellow (CES Office / Billing)

Pink (CES Office / IFTA)

Golden Rod (Customer)

EPAHO093000481



**CES Environmental
Services, Inc.**

JOB INFORMATION PROFILE

Folder ID : **South Coast Terminals (Wallisville)**
field service

Customer : South Coast Terminals (Wallisville)

Driver : Hickman, Robert

Address : 7401 Wallisville Rd.

Helper :

City,State,Zip : Houston TX , 77020

Date : 10/29/2007

Time : 0600

CES Contact : () -

Truck # 281

Trailer # 250

Job Description :

1. Pickup CES box #639 containing TRENCH SLUDGE

2. Haul load to CES and get with the warehouse for QC

**If everything checks out okay, then we will re-directed to Republic

ID #: 51894

CUSTOMER INFORMATION

OPERATION HOURS:

Open :	
Close:	

SHIPPING/RECEIVING CONTACT:

Name:	
Number:	

AFTER HOURS CONTACT:

Name:	
Number:	

RECEIVING INFORMATION

OPERATION HOURS:

Open :	
Close:	

SHIPPING/RECEIVING CONTACT:

Name:	
Number:	

AFTER HOURS CONTACT:

Name:	
Number:	

PURCHASE ORDER NUMBER REQUIRED:

☐ YES ☐ NO

IF YES, P.O. #:

PPE REQUIRED:

☐ YES ☐ NO

IF YES, WHAT?

HACSC REQUIRED:

☐ YES ☐ NO

IF YES, WHAT?

CAN CUSTOMER LOAD US :

☐ YES ☐ NO

WASHOUT ANTICIPATED:

☐ YES ☐ NO

ROPPER PUMP:

☐ YES ☐ NO

BOX LINER REQUIRED

☐ YES ☐ NO

LOADING/UNLOADING TRAILER TYPE:

☐ REAR ☐ BELLY
☐ DOES NOT MATTER

BOX NUMBER:

CES OWNS BOX:

☐ YES ☐ NO

CUSTOMER OWNS BOX:

☐ YES ☐ NO

CES RENTED BOX:

☐ YES ☐ NO

CUSTOMER RENTED BOX:

☐ YES ☐ NO

AMOUNT OF HOSE NEEDED:

SIZE:

DRUM DOLLY NEEDED:

☐ YES ☐ NO

PALLET JACK NEEDED:

☐ YES ☐ NO

CES Environmental Services

Container / Tank Cleaning Division
4904 Griggs Rd. • Houston, TX 77021
Phone: (713) 676-1460 • Fax: (713) 676-1676

TANK WASH WORK ORDER

14276

PO # <i>Southcoast</i>	Customer: <i>CES</i>	Date: <i>10-29-07</i>
Tractor <i>281</i>	Address:	Time:
Trailer / Container Number <i>639</i>	Dropped By: <i>Robert H.</i>	Need By:

CONTAINER TYPE: ☐ TOTE BIN ☐ ROLL DOOR BOX ☐ ISO CONTAINER ☐ DRY BULK
☐ TANK TRAILER ☐ ROLL TARP BOX ☒ VACUUM BOX ☐ FRAC TANK ☐ POLY TANK ☐ VACUUM TRUCK

Compartment #	Last Contained	Heel - Hazardous	Heel - Non-Haz	Drum / Rolloff
1	<i>Trench Sludge</i>		<i>400000 lbs</i>	
2			<i>1300 gallon</i>	
3				
4				
5				

CLEANING CODES	WORK PERFORMED	TANK ENTRY PERMIT
1 Air Dry		Oxygen (19.5% -23.5%) #1 _____ #2 _____ #3 _____ #4 _____ #5 _____
2 Quick Rinse		LEL (<10%) #1 _____ #2 _____ #3 _____ #4 _____ #5 _____
3 Cold Water Rinse		CO ₂ (<35 ppm) #1 _____ #2 _____ #3 _____ #4 _____ #5 _____
4 Hot Water Rinse		Toxic Vapor #1 _____ #2 _____ #3 _____ #4 _____ #5 _____
5 Steam Only (Per Hour)		Signature: _____
6 Steam & Dry		Stripper Usage: _____
7 Rinse, Steam & Dry		Comments: _____ _____ _____ _____ _____ _____ _____ _____ _____ _____
8 Detergent Wash, Rinse & Dry	<i>✓</i>	
9 Caustic Wash & Dry		
10 Caustic Wash, Rinse & Dry		
11 Waste Water Surcharge	<i>✓</i>	
12 Solvent Wash (Diesel # Hours)		
13 Solvent Wash (Stripper)		
14 Exterior Tractor Wash		
15 Exterior Trailer Wash (w/o Internal)		
16 Exterior Trailer Wash (with Internal)		
17 Exterior Acid Brite Wash		Authorized Additional Services: _____
18 Hand Labor (# Men / # Hours)		
19 Hydroblaster (# Hours)		
20 Solvent Wash (Green Stripper)		
21 Passivation		
Hose Cleaning		
Pump Cleaning		

CES Environmental Services, Inc., Cleaning Division, makes no guarantees with respect to the thoroughness of the tank washing procedure or the total elimination of interior residues and/or moisture. Final inspection of the equipment remains the responsibility of the customer, and they hereby release CES Environmental Services, Inc., Cleaning Division, from any responsibility for claims arising from any allegations that the equipment was improperly cleaned, resulting in damage or loss.

CES Environmental Services, Inc., Cleaning Division, is in no manner responsible for any damages or losses of equipment and/or materials left in their yard.

Cleaned By: *BB* Date: *10-29*Inspected By: *JP* Date: *10-30*

Print Name: _____ Date: _____

Signature: _____

EPAHO093000483

Box 633

Please print or type. (Form designed for use on elite (12-pitch) typewriter.)

Form Approved. OMB No. 2050-0039

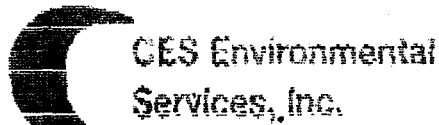
UNIFORM HAZARDOUS WASTE MANIFEST		2. Page 1 of 1	3. Emergency Response Phone (713) 672-2401	4. Manifest Tracking Number 002159754 JJK
5. Generator's Name and Mailing Address South Coast Terminals (Wallisville) 7401 Wallisville Road Houston, TX 77020 Generator's Phone: (713) 672-2401		Generator's Site Address (if different than mailing address) South Coast Terminals (Wallisville) 7401 Wallisville Rd. Houston, TX 77020 (713) 672-2401		
6. Transporter 1 Company Name CES Environmental Services, Inc.		U.S. EPA ID Number TXD008950461		
7. Transporter 2 Company Name		U.S. EPA ID Number		
8. Designated Facility Name and Site Address CES Environmental Services, Inc. 4904 Griggs Rd. Houston TX, 77021 Facility's Phone: (713) 676-1460		U.S. EPA ID Number TXD008950461		
9a. HM	9b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))	10. Containers No. Type	11. Total Quantity	12. Unit WL/Vol. 13. Waste Codes
	non-RCRA/Non DOT regulated trench sludge	1 CM	20	Y 93255191
14. Special Handling Instructions and Additional Information Folder ID: South Coast Terminals (Wallisville) field service				
CES Profile # CES Job # - 51883				
11a) 1307 11b) 11c) 11d)				
15. GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations. If export shipment and I am the Primary Exporter, I certify that the contents of this consignment conform to the terms of the attached EPA Acknowledgment of Consent. I certify that the waste minimization statement identified in 40 CFR 262.27(a) (if I am a large quantity generator) or (b) (if I am a small quantity generator) is true.				
Generator's/Officer's Printed/Typed Name FRANK LATNE		Signature <i>[Signature]</i>		Month Day Year 10/29/07
16. International Shipments <input type="checkbox"/> Import to U.S. <input type="checkbox"/> Export from U.S. Port of entry/exit: _____ Transporter signature (for exports only): _____ Date leaving U.S.: _____				
17. Transporter Acknowledgment of Receipt of Materials				
Transporter 1 Printed/Typed Name F Jose Espinal		Signature <i>[Signature]</i>		Month Day Year 10/29/07
Transporter 2 Printed/Typed Name		Signature <i>[Signature]</i>		Month Day Year
18. Discrepancy				
18a. Discrepancy Indication Space <input type="checkbox"/> Quantity <input type="checkbox"/> Type <input type="checkbox"/> Residue <input type="checkbox"/> Partial Rejection <input type="checkbox"/> Full Rejection				
Manifest Reference Number: _____				
18b. Alternate Facility (or Generator) U.S. EPA ID Number				
Facility's Phone: _____				
18c. Signature of Alternate Facility (or Generator) Month Day Year				
19. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)				
1. H141, H135		2.		3. 4.
20. Designated Facility Owner or Operator: Certification of receipt of hazardous materials covered by the manifest except as noted in Item 18a				
Printed/Typed Name Sam Brown		Signature <i>[Signature]</i>		Month Day Year 10/29/07

EPA Form 8700-22 (Rev. 3-05) Previous editions are obsolete.

DESIGNATED FACILITY TO DESTINATION STATE (IF REQUIRED)

EPAHO093000484

UNIFORM HAZARDOUS WASTE MANIFEST		1. Generator ID Number TXD056267230	2. Page 1 of 1	3. Emergency Response Phone (713) 672-2401	4. Manifest Tracking Number 002159754 JJK			
5. Generator's Name and Mailing Address South Coast Terminals (Wallerville) 7401 Wallerville Road Houston, TX 77020 Generator's Phone: (713) 672-2401			Generator's Site Address (if different than mailing address) South Coast Terminals (Wallerville) 7401 Wallerville Rd Houston, TX 77020 (713) 672-2401					
6. Transporter 1 Company Name CES Environmental Services, Inc.				U.S. EPA ID Number TXD008950461				
7. Transporter 2 Company Name				U.S. EPA ID Number				
8. Designated Facility Name and Site Address CES Environmental Services, Inc. 4904 Griggs Rd. Houston TX, 77021 Facility's Phone: (713) 676-1460				U.S. EPA ID Number TXD008950461				
9a. HM	9b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))		10. Containers		11. Total Quantity	12. Unit Wt./Vol.	13. Waste Codes	
			No.	Type				
	Non-RCRA/Non DOT regulated trench sludge		1	CM	20	Y	93255191	
	2.							
	3.							
4.								
14. Special Handling Instructions and Additional Information Field ID: South Coast Terminals (Wallerville) field service CES Profile # CES Job # - 51883								
15. GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations. If export shipment and I am the Primary Exporter, I certify that the contents of this consignment conform to the terms of the attached EPA Acknowledgment of Consent. I certify that the waste minimization statement identified in 40 CFR 262.27(a) (if I am a large quantity generator) or (b) (if I am a small quantity generator) is true.								
Generator's/Officer's Printed/Typed Name FRANK LAYNE				Signature [Signature]		Month Day Year 10 29 07		
16. International Shipments <input type="checkbox"/> Import to U.S. <input type="checkbox"/> Export from U.S. Port of entry/exit: Date leaving U.S.:								
17. Transporter Acknowledgment of Receipt of Materials								
Transporter 1 Printed/Typed Name E Jose Espinal				Signature [Signature]		Month Day Year 10 29 07		
Transporter 2 Printed/Typed Name				Signature [Signature]		Month Day Year		
18. Discrepancy								
18a. Discrepancy Indication Space <input type="checkbox"/> Quantity <input type="checkbox"/> Type <input type="checkbox"/> Residue <input type="checkbox"/> Partial Rejection <input type="checkbox"/> Full Rejection								
Manifest Reference Number:								
18b. Alternate Facility (or Generator) U.S. EPA ID Number								
Facility's Phone:								
18c. Signature of Alternate Facility (or Generator) Month Day Year								
19. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)								
1. H141 H135		2.		3.		4.		
20. Designated Facility Owner or Operator: Certification of receipt of hazardous materials covered by the manifest except as noted in Item 18a								
Printed/Typed Name Sam Brown				Signature [Signature]		Month Day Year 10 29 07		



4804 Briggs Road
Houston, TX 77021
Tel: (713) 678-1460
Fax: (713) 678-1676

Transportation Work Ticket

Folder ID : South Coast Terminals (Wallisville)
field service

Date : 10/29/2007 Manifest # : 002159754

South Coast Terminals (Wallisville)

Client : Ticket : 51883

Phone : 7136722401 Consignee : CES Environmental Services, Inc.

CES Environmental Services, Inc.

Transporter :

Signature X

Signature

Leave CES Yard :	6:30	Arrive At Destination	8:15
Arrive At Customer :	6:50	Begin Unloading :	
Begin Loading :	7:20	Finish Unloading :	8:45
Finish Loading :	7:30	Leave Destination :	
Leave Customer :	7:45	Arrive At CES Yard :	

Customer PO #:

Total Hours:

2.25

CES Unload:



Gross Weight :

Ending Odometer : 283752

Tare Weight :

Beginning Odometer : 283727

Net Weight :

Total Miles : 25

Driver : Espinal, Jose

Tractor # : 276

Tote # :

Signature :

Trailer # : 251

Box # : 633

Job Comments/Equipment :

White (CES Office)

Yellow (CES Office / Billing)

Pink (CES Office / IFTA)

Golden Rod (Customer)

EPAHO093000486



**GES Environmental
Services, Inc.**

JOB INFORMATION PROFILE

Folder ID : South Coast Terminals (Wallisville)
field service

Customer : South Coast Terminals (Wallisville)

Address : 7401 Wallisville Rd.

City, State, Zip : Houston TX , 77020

CES Contact : () -

Driver : Espinal, Jose

Helper :

Date : 10/29/2007

Time : 0600

Truck # 276

Trailer # 251

Job Description :

1. Pickup CES box #617 containing TRENCH SLUDGE

2. Haul load to CES and get with the warehouse for QC

****If everything checks out okay, then we will re-directed to Republic**

126

ID #: 51883

CUSTOMER INFORMATION

OPERATION HOURS:

SHIPPING/RECEIVING CONTACT:

AFTER HOURS CONTACT:

Open :	
Close:	

Name:	
Number:	

Name:	
Number:	

RECEIVING INFORMATION

OPERATION HOURS:

SHIPPING/RECEIVING CONTACT:

AFTER HOURS CONTACT:

Open :	
Close:	

Name:	
Number:	

Name:	
Number:	

PURCHASE ORDER NUMBER REQUIRED:

☐ YES ☐ NO

IF YES, P.O. #:

PPE REQUIRED:

☐ YES ☐ NO

IF YES, WHAT?

HACSC REQUIRED:

☐ YES ☐ NO

IF YES, WHAT?

CAN CUSTOMER LOAD US:

☐ YES ☐ NO

WASHOUT ANTICIPATED:

☐ YES ☐ NO

ROPPER PUMP:

☐ YES ☐ NO

BOX LINER REQUIRED

☐ YES ☐ NO

LOADING/UNLOADING TRAILER TYPE:

☐ REAR ☐ BELLY
☐ DOES NOT MATTER

BOX NUMBER:

CES OWNS BOX:

☐ YES ☐ NO

CUSTOMER OWNS BOX:

☐ YES ☐ NO

CES RENTED BOX:

☐ YES ☐ NO

CUSTOMER RENTED BOX:

☐ YES ☐ NO

AMOUNT OF HOSE NEEDED:

SIZE:

DRUM DOLLY NEEDED:

☐ YES ☐ NO

PALLET JACK NEEDED:

☐ YES ☐ NO

PO # <i>South Coast</i>	Customer: <i>CES</i>	Date: <i>10-29-01</i>
Tractor <i>276</i>	Address:	Time:
Trailer / Container Number <i>693</i>	Dropped By: <i>Joe Espinal</i>	Need By:

CONTAINER TYPE: <input type="checkbox"/> TOTE BIN <input type="checkbox"/> ROLL DOOR BOX <input type="checkbox"/> ISO CONTAINER <input type="checkbox"/> DRY BULK <input type="checkbox"/> TANK TRAILER <input type="checkbox"/> ROLL TARP BOX <input checked="" type="checkbox"/> VACUUM BOX <input type="checkbox"/> FRAC TANK <input type="checkbox"/> POLY TANK <input type="checkbox"/> VACUUM TRUCK				
Compartment #	Last Contained	Heel - Hazardous	Heel - Non-Haz	Drum / Rolloff
1	<i>FRESH Sludge</i>		<i>450 gallons</i>	
2			<i>0.30 per gallon</i>	
3				
4				
5				

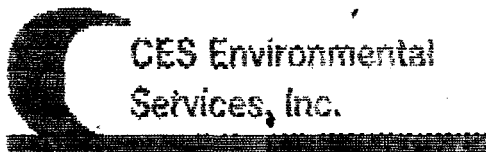
CLEANING CODES	WORK PERFORMED	TANK ENTRY PERMIT
1 Air Dry		Oxygen (19.5% -23.5%) #1 _____ #2 _____ #3 _____ #4 _____ #5 _____
2 Quick Rinse		LEL (<10%) #1 _____ #2 _____ #3 _____ #4 _____ #5 _____
3 Cold Water Rinse		CO ² (<35 ppm) #1 _____ #2 _____ #3 _____ #4 _____ #5 _____
4 Hot Water Rinse		Toxic Vapor #1 _____ #2 _____ #3 _____ #4 _____ #5 _____
5 Steam Only (Per Hour)		Signature: _____
6 Steam & Dry		Stripper Usage: _____
7 Rinse, Steam & Dry		Comments: _____ _____ _____ _____ _____ _____ _____ _____ _____ _____
8 Detergent Wash, Rinse & Dry		
9 Caustic Wash & Dry		
10 Caustic Wash, Rinse & Dry		
11 Waste Water Surcharge		
12 Solvent Wash (Diesel # Hours)		
13 Solvent Wash (Stripper)		
14 Exterior Tractor Wash		
15 Exterior Trailer Wash (w/o Internal)		
16 Exterior Trailer Wash (with Internal)		
17 Exterior Acid Brite Wash		Authorized Additional Services: _____
18 Hand Labor (# Men / # Hours)		_____
19 Hydroblaster (# Hours)		_____
20 Solvent Wash (Green Stripper)		_____
21 Passivation		_____
Hose Cleaning		_____
Pump Cleaning		_____

Cleaned By: *JOSE P.* Date *10-30*
 Inspected By: *JAMES P.* Date *10-30*

CES Environmental Services, Inc., Cleaning Division, makes no guarantees with respect to the thoroughness of the tank washing procedure or the total elimination of interior residues and/or moisture. Final inspection of the equipment remains the responsibility of the customer, and they hereby release CES Environmental Services, Inc., Cleaning Division, from any responsibility for claims arising from any allegations that the equipment was improperly cleaned, resulting in damage or loss.

CES Environmental Services, Inc., Cleaning Division, is in no manner responsible for any damages or losses of equipment and/or materials left in their yard.

Print Name: _____ Date _____
 Signature: _____



CES Environmental
Services, Inc.

4804 Griggs Road
Houston, TX 77021
Tel: (713) 876-1460
Fax: (713) 876-1876

Transportation Work Ticket

Folder ID : South Coast Terminals (Wallisville)
field service

Date : 10/29/2007

Manifest # : ~~002159753~~

South Coast Terminals (Wallisville)

Client :

Ticket : 51885

Phone : 7136722401

CES Environmental Services, Inc.

Consignee :

CES Environmental Services, Inc.

Transporter :

Signature X *[Signature]*

Signature

Leave CES Yard : 1:30

Arrive At Destination 2:45

Arrive At Customer : 2:00

Begin Unloading : 2:50

Begin Loading : 2:08

Finish Unloading : 3:00

Finish Loading : 2:13

Leave Destination :

Leave Customer : 2:15

Arrive At CES Yard :

Customer PO #:

Total Hours:

1.5

CES Unload: ☐

Gross Weight :

Ending Odometer : 283878

Tare Weight :

Beginning Odometer : 283853

Net Weight :

Total Miles : 25

Driver : Espinal, Jose

Tractor # : 276

Tote # :

Signature : *[Signature]*

Trailer # : 251

Box # : 641

Job Comments/Equipment :

Picked up Box Empty and brought to CES
Bill For Time

White (CES Office)

Yellow (CES Office / Billing)

Pink (CES Office / IFTA)

Golden Rod (Customer)

EPAHO093000489



**CES Environmental
Services, Inc.**

4904 Griggs Road
Houston TX 77021
Tel: (713) 676-1460
Fax: (713) 676-1460

Waste Pre-Acceptance/Approval Letter

Date 1/12/2006

Dear Darryl Poe

Thank you for choosing CES Environmental Services, Inc. for your waste disposal and/or recycling needs. The following waste stream has been approved at our facility in Houston, TX. If the waste received does not conform to the profile, then rejection or additional charges may apply.

CES Profile # 1307

Generator: South Coast Terminals (Wallisville)

Address: 7401 Wallisville Rd.
Houston, TX 77020

Waste Information

Name of Waste: Wastewater/Trench Sludge

TCEQ Waste Code #: 93255191

Container Type:

Detailed Description of Process Generating Waste:

Sludge from stormwater/run-off ditch

Color: Dark

Odor: Oil Like

pH: 3-11

Physical State: Sludge

Incompatibilities: None Known

Safety Related Data/Special Handling:

Standard PPE Required

If you have any questions concerning this approval and/or the conditions, then please feel free to contact our office at (713) 676-1460.

Thank you,

Matt Bowman, President
CES Environmental Services, Inc.

EPAHO093000490

**CES Environmental
Services, Inc.**

4904 Griggs Road Houston, TX 77021
Phone: (713) 676-1460 Fax: (713) 676-1676
<http://www.cesenvironmental.com>

TCEQ Industrial Solid Waste Permit No: 39048
U.S. EPA ID No: TXD008950461 ISWR No: 30900

SECTION 1: Generator Information

Company : South Coast Terminals (Wallisville)
Address : 7401 Wallisville Rd.
City, State, Zip : Houston TX 77020
Contact : Darryl Poe Title : Environmental Manager
Phone No : (713) 672-2401 Fax :
24 / HR Phone : (713) 672-2401
U.S EPA I.D No : TXD056267230
State I.D : 31413 SIC Code

SECTION 2: Billing Information

Company : South Coast Terminals (Wallisville)
Address : 7401 Wallisville Rd.
City, State, Zip : Houston TX 77020
Contact : Darryl Poe Title : Environmental Manager
Phone No : (713) 672-2401 Fax :

SECTION 3: General Description of the Waste

Name of Waste : Wastewater/Trench Sludge

Detailed Description of Process Generating Waste:

Sludge from stormwater/run-off ditch

Physical State : ☐ Liquid ☒ Sludge ☐ Powder
☐ Solid ☐ Filter Cake ☐ Combination

Color : Dark Odor : Oil Like

Specific Gravity (Water=1) : 1.2 Density : 10 lbs / gal

Layers : ☒ Single-Phase ☐ Multi-Phase

Container Type : ☐ Drum ☐ Tote ☐ Truck ☐ Other (explain)

Container Size :

Number Of Units : 20

Texas State Waste Code No : 93255191

Proper U.S. State Waste Code No : Non-RCRA/Non DOT regulated waste sludge (trench sludge)

Class : UN/NA : PG : RQ :

Flash Point >200	pH 3-11	Reactive Sulfides <20 mg/l	Reactive Cyanides <20 mg/l	Solids 50-70 %
Oil and Grease >1500 mg/l	TOC N/A mg/l	Zinc N/A mg/l	Copper N/A mg/l	Nickel N/A mg/l

FROM SOUTHCOAST

(THU) JAN 12 2006 16:42/ST. 16:41/No. 6814441710 P 1

FROM SOUTHCOAST

(TUE) JAN 10 2006 21:40/ST. 21:40/No. 5812950578 P 3

SECTION 4: Physical and Chemical Data

COMPONENTS TABLE		Concentration	Units
The waste consists of the following materials		Ranges are acceptable	or %
Water		20-30	%
Oil		5-10	%
Rocks/Dirt/Sand		50-60	%
Absorbent		10-20	%

SECTION 5: Safety Related Data

If the handling of this waste requires the use of special protective equipment, please explain.

Standard PPE Required

SECTION 6: Attached Supporting Documents

List all documents, notes, data, and/or analysis attached to this form as part of the waste approval package.

Analysis #

SECTION 7: Incompatibilities

Please list all incompatibilities (if any):

None Known

SECTION 8: Generator's Knowledge Documentation

Laboratory analysis of the hazardous waste characteristics, listed below, WAS NOT PERFORMED based upon the following generators knowledge

TCLP Metals :

TCLP Volatiles :

TCLP Semi-Volatiles :

Reactivity :

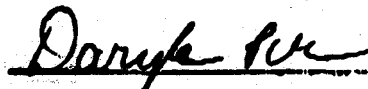
Corrosivity :

Ignitability :

SECTION 9: Generator's Certification

The information contained herein is based on ☒ generator knowledge and/or ☒ analytical data. I hereby certify that the above and attached description is complete and accurate to the best of my knowledge and ability to determine that no deliberate or willful omissions of composition properties exist and that all known or suspected hazards have been disclosed. I certify that the materials tested are representative of all materials described by this document.

Authorized Signature :



Date :

1/10/2006

Printed Name / Title : Daryl Pos, Environmental Manager

CES USE ONLY (DO NOT WRITE IN THIS SPACE)

Compliance Officer :



Date :

1/10/2006

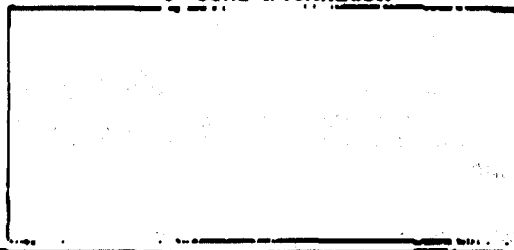
Status :

Approved

Rejected

Approval Number :

1307

Additional Information

SECTION 10: Waste Receipt Classification Under 40 CFR 437

Is this material a wastewater or wastewater sludge? ☒ YES ☐ NO

If YES, complete this section

PLEASE CHECK THE APPROPRIATE BOX: IF NO APPROPRIATE CATEGORY, GO TO THE NEXT PAGE

Metals Subcategory: Subpart A

- ☐ Spent electroplating baths and/or sludges
- ☐ Metal finishing rinse water and sludges
- ☐ Chromate wastes
- ☐ Air pollution control blow down water and sludges
- ☐ Spent anodizing solutions
- ☐ Incineration wastewaters
- ☐ Waste liquid mercury
- ☐ Cyanide-containing wastes greater than 136 mg/l
- ☐ Waste acids and bases with or without metals
- ☐ Cleaning, rinsing, and surface preparation solutions from electroplating or phosphating
- ☐ Vibratory deburring wastewater
- ☐ Alkaline and acid solutions used to clean metal parts or equipment

Oils Subcategory: Subpart B

- ☐ Used oils
- ☐ Oil-water emulsions or mixtures
- ☐ Lubricants
- ☐ Coolants
- ☐ Contaminated groundwater clean-up from petroleum sources
- ☐ Used petroleum products
- ☐ Oil spill clean-up
- ☐ Bilge water
- ☐ Rinse/wash waters from petroleum sources
- ☐ Interceptor wastes
- ☐ Off-specification fuels
- ☐ Underground storage remediation wastes
- ☒ Tank clean-out from petroleum or oily sources
- ☐ Non-contact used glycols
- ☐ Aqueous and oil mixtures from parts cleaning operations
- ☐ Wastewater from oil bearing paint washes

Organics Subcategory Subpart C

- ☐ Landfill leachate
- ☐ Contaminated groundwater clean-up from non-petroleum sources
- ☐ Solvent-bearing wastes
- ☐ Off-specification organic product
- ☐ Still bottoms
- ☐ Byproduct waste glycol
- ☐ Wastewater from paint washes
- ☐ Wastewater from adhesive and/or epoxies formulation
- ☐ Wastewater from organic chemical product operations
- ☐ Tank clean-out from organic, non-petroleum sources

(1) If the waste contains oil and grease at or in excess of 100 mg/L, the waste should be classified in the oils subcategory

(2) If the waste contains oil and grease less than 100 mg/L, and has any of the pollutants listed below in concentrations in excess of the values listed below, the waste should be classified in the metals subcategory

Cadmium: 0.2 mg/L

Chromium: 8.9 mg/L

Copper: 4.9 mg/L

Nickel: 37.5 mg/L

(3) If the waste contains oil and grease less than 100 mg/L, and does not have concentrations of cadmium, chromium, copper, or nickel above any of the values listed above, the waste should be classified in the organics subcategory.

☐ Metals Subcategory

☒ Oils Subcategory

☐ Organics Subcategory

SECTION 11: Additional Instructions

If you cannot determine the correct subcategory in Section 9 and you did not furnish data for the concentration of Cadmium, Chromium, Copper, Nickel, and Oil and Grease, CES will send offsite to a commercial laboratory a sample to determine these concentrations. This will be prior to acceptance. The generator will be responsible for the cost of the analysis.

**ENVIRON EXPRESS LABORATORIES, INC.**

401 N. 11th. St.
La Porte, TX 77571
281.471.0951 FAX: 281.471.5821

Express Laboratories

CERTIFICATE OF ANALYSIS NO: 50743.01**1 of 1**

Customer: CES Env. Svcs.
Project ID: South Coast Terminals
Project Loc: 7401 Wallisville Rd.
Charge/P.O.:

Sample ID: Stormwater
Outfall Sludge
Matrix: Sludge
Type: Grab
RECEIVED BASIS

Environ ID: 50743.01
Sampled: 06-17-05
Received: 06-17-05
Reported: 06-27-05

ANALYTE / PARAMETER	RESULT		UNITS	REG. LIMIT	MQL	TEST METHOD	ANALYST	DATE	TIME
RCI									
Reactive Cyanide	<	20	mg/kg	250	20	SW846.7.3.3	DB	06-20-05	10:00
Reactive Sulfide	<	20	mg/kg	500	20	SW846.7.3.4	DB	06-20-05	10:10
Corrosivity (Ph)		8.52	su	=>2; =<12.5	--	SW846.9045C	MN	06-18-05	08:00
Ignitability	>	160	°F	> 140	--	SW846.1010	DB	06-20-05	12:30
METALS (RCRA) - TCLP						SW846.1311	MN	06-17-05	
Arsenic	<	0.02	mg/l	5.00	0.02	SW846.6010B	DB	06-20-05	11:30
Barium		1.14	mg/l	100	0.02	SW846.6010B	DB	06-20-05	11:30
Cadmium	<	0.02	mg/l	1.00	0.02	SW846.6010B	DB	06-20-05	11:30
Chromium	<	0.02	mg/l	5.00	0.02	SW846.6010B	DB	06-20-05	11:30
Lead	<	0.015	mg/l	5.00	0.015	SW846.6010B	DB	06-20-05	11:30
Selenium	<	0.05	mg/l	1.00	0.05	SW846.6010B	DB	06-20-05	11:30
Silver	<	0.05	mg/l	5.00	0.05	SW846.6010B	DB	06-20-05	11:30
Mercury	<	0.002	mg/l	0.200	0.002	SW846.7470A	MN	06-19-05	09:00
VOC - TCLP (Dilution Factor: 1.0)						SW846.1311	MN	06-17-05	
Benzene	<	0.03	mg/l	0.5	0.025	SW846.8260B	CR	06-21-05	14:27
2-Butanone (MEK)	<	0.13	mg/l	200.0	0.125	SW846.8260B	CR	06-21-05	14:27
Carbon tetrachloride	<	0.03	mg/l	0.5	0.025	SW846.8260B	CR	06-21-05	14:27
Chlorobenzene	<	0.03	mg/l	100	0.025	SW846.8260B	CR	06-21-05	14:27
Chloroform (Trichlorometha	<	0.03	mg/l	6.0	0.025	SW846.8260B	CR	06-21-05	14:27
1,2-Dichloroethane (EDC)	<	0.03	mg/l	0.5	0.025	SW846.8260B	CR	06-21-05	14:27
1,1-Dichloroethene	<	0.03	mg/l	0.7	0.025	SW846.8260B	CR	06-21-05	14:27
Tetrachloroethene	<	0.03	mg/l	0.7	0.025	SW846.8260B	CR	06-21-05	14:27
Trichloroethene	<	0.03	mg/l	0.5	0.025	SW846.8260B	CR	06-21-05	14:27
Vinyl chloride	<	0.05	mg/l	0.2	0.050	SW846.8260B	CR	06-21-05	14:27
SVOC - TCLP (Conc. Factor: 200)						SW846.1311	MN	06-17-05	
1,4-Dichlorobenzene	<	0.10	mg/l	7.5	0.10	SW846.8270C	JAC	06-21-05	13:25
2,4-Dinitrotoluene	<	0.10	mg/l	0.13	0.10	SW846.8270C	JAC	06-21-05	13:25
Hexachlorobenzene	<	0.10	mg/l	0.13	0.10	SW846.8270C	JAC	06-21-05	13:25
Hexachlorobutadiene	<	0.10	mg/l	0.50	0.10	SW846.8270C	JAC	06-21-05	13:25
Hexachloroethane	<	0.10	mg/l	3.0	0.10	SW846.8270C	JAC	06-21-05	13:25
2-Methylphenol (o-Cresol)	<	0.10	mg/l	(200)	0.10	SW846.8270C	JAC	06-21-05	13:25
3&4-Methylphenol (m&p-Cr	<	0.10	mg/l	(o+m+p)	0.10	SW846.8270C	JAC	06-21-05	13:25
Nitrobenzene	<	0.10	mg/l	2.0	0.10	SW846.8270C	JAC	06-21-05	13:25
Pentachlorophenol	<	0.20	mg/l	100	0.20	SW846.8270C	JAC	06-21-05	13:25
Pyridine	<	0.10	mg/l	5.0	0.10	SW846.8270C	JAC	06-21-05	13:25
2,4,5-Trichlorophenol	<	0.10	mg/l	400	0.10	SW846.8270C	JAC	06-21-05	13:25
2,4,6-Trichlorophenol	<	0.10	mg/l	2.0	0.10	SW846.8270C	JAC	06-21-05	13:25
TCLP VOC SURROGATE RECOVERIES									
SURROGATE	RESULTS (mg/l)				% RECOVERY		RANGE %		
1,2-Dichloroethane-d4 (SS)	0.042				84		76-114		
Toluene-d8 (SS)	0.046				92		80-120		
4-Bromofluorobenzene (SS)	0.043				86		80-120		
TCLP SVOC SURROGATE RECOVERIES									
SURROGATE	RESULTS (mg/l)				% RECOVERY		RANGE %		
Nitrobenzene-d5	0.024				48		35-114		
2-Fluorobiphenyl	0.026				52		43-116		
Terphenyl-d14	0.032				64		33-141		
Phenol-d5	0.044				44		21-100		
2-Fluorophenol	0.031				31		10-100		
2,4,6-Tribromophenol	0.037				37		10-123		

Definitions:

TCLP - Toxicity Characteristic Leaching Procedure - Standard Units

REG - Regulatory Limit (User Should Confirm Lin VOC - Volatile Organic Compounds)

MQL - Method Quantitation Limit

SVOC - Semivolatile Organic Compounds

PPM - Parts Per Million

TPH - Total petroleum Hydrocarbons

mg/l - PPM by Volume, mg/kg - PPM by Weight

John Keller

John Keller, Ph.D
Laboratory Director

ENVIRON EXPRESS QUALITY CONTROL REPORT


ANALYSIS: MERCURY METHOD: EPA SW846/7471A MATRIX: TCLP Fluid #1

ANALYSTS: MN DATE: 06.19.05 UNITS: mg/l NO. SAMPLES: 7

SAMPLES:	50743.01	50744.01	50745.01	50745.02	50745.03	50745.04	50745.05

MATRIX SPIKE & MATRIX SPIKE DUPLICATE ANALYSIS

SAMPLE Fluid #1	SAMPLE RESULTS	SPIKE ADDED	SPIKE RESULTS	RECOV. %	RECOV. DUP. %	REL. DIFF.	CONT. CALIB.	METH. BLANK	CORR. COEFF	QC LIMITS	
										RECOV.	DIFF.
MERCURY	0.00	0.002	0.002	100	100	0	100	0	1	60 - 120	20


JOHN KELLER, Ph.D.
Laboratory Director



1 hrs 6-23-05

ENVIRON EXPRESS LABORATORIES, INC.
401 North 11th. St. / La Porte, Texas 77571-3115
(281) 471-0951 / (800) 880-0156
Fax: (281) 471-5821 / After Hours: (281) 844-2308

Results To: CES ENV.		Invoice To: CES ENV.		TAT (WORKING DAYS) CIRCLE ONE 1 2 3 5	
Company: CES ENV.		Company: CES ENV.		LAB LOT #	
Address:		Address:		Shipment Sealed? Yes No	
City State Zip:		City State Zip:		Received on Ice? Yes No	
Phone:		Phone:		Cooler Temp. (°C) 10	
Fax:		Fax:		Preservative Shown? Yes No NA	
e-Mail:		PO#:		Quote#:	

COC Present? Yes No	Samples Sealed? Yes No
Samples Intact? Yes No	Res. C12 Check OK? Yes No NA
pH Check OK? Yes No NA	COC & Labels Agree? Yes No

Remarks & Additional Analyses

Project Name: **South Coast Terminal**
Project Location: **7401 Wallisville Rd.**
Project No: **2722**
Sampler (Print): **Matt Bowman**
Sampler (Sign): **Matt Bm**

Sampler Remarks:

1 st Cntr. Type	6
Number	1
Volume	16oz
2 nd Preservative	1

MATRIX	COMP/GRAB	BTEX (8021)	TPH (TX1005)	MTBE	PAH	TOTAL			RCRA METALS
						CLP	SPLP		

EEL USE ONLY (LAB NO.)	SAMPLE ID.	DATE/TIME SAMPLED	1 st MATRIX	COMP/GRAB	BTEX (8021)	TPH (TX1005)	MTBE	PAH	VOLATILES	SEMI-VOLS	RCRA METALS
50743-01	1) Stormwater Outfall Sludge	6-17-05 2:05 PM	Sludge	Grab					X	X	X
	2)										
	3)										
	4)										
	5)										
	6)										
	7)										
	8)										
	9)										
	10)										

Relinquished By: Matt Bowman	Company: CES ENV.	Date/Time: 6/17/05 3:05 PM	Received By: Ronda Hargrave	Company:
Relinquished By:	Company:	Date/Time:	Received By:	Company:
Relinquished By:	Company:	Date/Time:	Received By:	Company:

Matrix Key

S: Soil W: Water WW: Waste Water SL: Sludge SO: Solid SE: Sediment L: Leachate WI: Wipe OR: Organic OL: Oil DS: Drum Solid DL: Drum Liquid O: Other

Container Type Key

P: Plastic G: Glass V: VOA Glass O: Other

Preservative Key

1: Ice (<4°C) 2: HCL 3: H2SO4 4: HNO3 5: NaOH 6: NaOH+Zn Acetate 7: Na2S2O3 8: None

CES Environmental Services

Container / Tank Cleaning Division

4904 Griggs Rd. • Houston, TX 77021

Phone: (713) 676-1460 • Fax: (713) 676-1676

TANK WASH WORK ORDER**16190**

PO # <i>South Coast</i>	Customer: <i>CES</i>	Date: <i>10-30-07</i>
Tractor <i>276</i>	Address:	Time: <i>12:00pm</i>
Trailer / Container Number <i>607</i>	Dropped By: <i>X Jose Espinoza</i>	Need By:

CONTAINER TYPE: ☐ TOTE BIN ☐ ROLL DOOR BOX ☐ ISO CONTAINER ☐ DRY BULK
☐ TANK TRAILER ☐ ROLL TARP BOX ☒ VACUUM BOX ☐ FRAC TANK ☐ POLY TANK ☐ VACUUM TRUCK

Compartment #	Last Contained	Heel - Hazardous	Heel - Non-Haz	Drum (Rolloff)
1	<i>sludge NH solid</i>		<i>100</i>	<i>276</i>
2				
3				
4				
5				

CLEANING CODES	WORK PERFORMED	TANK ENTRY PERMIT
1 Air Dry		Oxygen (19.5% -23.5%) #1 _____ #2 _____ #3 _____ #4 _____ #5 _____
2 Quick Rinse		LEL (<10%) #1 _____ #2 _____ #3 _____ #4 _____ #5 _____
3 Cold Water Rinse		CO2 (<35 ppm) #1 _____ #2 _____ #3 _____ #4 _____ #5 _____
4 Hot Water Rinse		Toxic Vapor #1 _____ #2 _____ #3 _____ #4 _____ #5 _____
5 Steam Only (Per Hour)		Signature: _____
6 Steam & Dry		Stripper Usage: _____
7 Rinse, Steam & Dry		Comments: _____
8 Detergent Wash, Rinse & Dry	<i>/</i>	
9 Caustic Wash & Dry		
10 Caustic Wash, Rinse & Dry	<i>/</i>	
11 Waste Water Surcharge		
12 Solvent Wash (Diesel # Hours)		
13 Solvent Wash (Stripper)		
14 Exterior Tractor Wash		
15 Exterior Trailer Wash (w/o Internal)		
16 Exterior Trailer Wash (with Internal)		
17 Exterior Acid Brite Wash		Authorized Additional Services: _____
18 Hand Labor (# Men / # Hours)		
19 Hydroblaster (# Hours)		
20 Solvent Wash (Green Stripper)		
21 Passivation		
Hose Cleaning		
Pump Cleaning		

Cleaned By: *JP* Date *11/07/07*

Inspected By: _____ Date _____

CES Environmental Services, Inc., Cleaning Division, makes no guarantees with respect to the thoroughness of the tank washing procedure or the total elimination of interior residues and/or moisture. Final inspection of the equipment remains the responsibility of the customer, and they hereby release CES Environmental Services, Inc., Cleaning Division, from any responsibility for claims arising from any allegations that the equipment was improperly cleaned, resulting in damage or loss.

CES Environmental Services, Inc., Cleaning Division, is in no manner responsible for any damages or losses of equipment and/or materials left in their yard.

Print Name: _____ Date _____

Signature: _____

EPAHO093000498

HAZARDOUS WASTE MANIFEST		1. Generator ID Number TXD008950461	2. Page 1 of 1	3. Emergency Response Phone (713) 676-1460	4. Manifest Tracking Number 002159824 JJK	
5. Generator's Name and Mailing Address CES Environmental Services, Inc. (TSDP) 4904 Griggs Road Houston, TX 77021 Generator's Phone: (713) 676-1460			Generator's Site Address (if different than mailing address) CES Environmental Services, Inc. (TSDP) 4904 Griggs Road Houston, TX 77021 (713) 676-1460			
6. Transporter 1 Company Name CES Environmental Services, Inc.			U.S. EPA ID Number TXD008950461			
7. Transporter 2 Company Name			U.S. EPA ID Number			
8. Designated Facility Name and Site Address Republic Waste Services of Texas, L.P. 10310 FM 523 Angleton, TX 77515 Facility's Phone: (936) 669-7234			U.S. EPA ID Number N/A			
GENERATOR	9a. HM	9b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))	10. Containers		11. Total Quantity	12. Unit WL/Vol.
			No.	Type		
	1.	Non-PCRA Non DOT regulated waste sludge	1	TT	18	Y
	2.					
	3.					
4.						
13. Waste Codes						
14. Special Handling Instructions and Additional Information Pallet ID: Class I Sludge (TSDP) CES Profile # CES Job # 10000 1101 1101 1101 1101						
15. GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations. If export shipment and I am the Primary Exporter, I certify that the contents of this consignment conform to the terms of the attached EPA Acknowledgment of Consent. I certify that the waste minimization statement identified in 40 CFR 262.27(a) (if I am a large quantity generator) or (b) (if I am a small quantity generator) is true.						
Generator's/Officer's Printed/Typed Name Sam R. Brown			Signature <i>[Signature]</i>		Month Day Year 10 10 02	
TRANSPORTER	16. International Shipments <input type="checkbox"/> Import to U.S. <input type="checkbox"/> Export from U.S. Port of entry/exit: _____ Transporter signature (for exports only): _____ Date leaving U.S.: _____					
	17. Transporter Acknowledgment of Receipt of Materials					
	Transporter 1 Printed/Typed Name [Signature]			Signature <i>[Signature]</i>		Month Day Year 10 10 02
	Transporter 2 Printed/Typed Name			Signature		Month Day Year
DESIGNATED FACILITY	18. Discrepancy					
	18a. Discrepancy Indication Space <input type="checkbox"/> Quantity <input type="checkbox"/> Type <input type="checkbox"/> Residue <input type="checkbox"/> Partial Rejection <input type="checkbox"/> Full Rejection					
	Manifest Reference Number: _____					
	18b. Alternate Facility (or Generator)			U.S. EPA ID Number		
	Facility's Phone: _____					
18c. Signature of Alternate Facility (or Generator)					Month Day Year	
19. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)						
1. H102		2.		3.		4.
20. Designated Facility Owner or Operator: Certification of receipt of hazardous materials covered by the manifest except as noted in Item 18a						
Printed/Typed Name [Signature]			Signature <i>[Signature]</i>		Month Day Year 10 10 02	

CES Environmental Services
 Container / Tank Cleaning Division
 4904 Griggs Rd. • Houston, TX 77021
 Phone: (713) 676-1460 • Fax: (713) 676-1676

TANK WASH WORK ORDER

16186

PO # <u>South Coast Terminals</u>	Customer: <u>CES</u>	Date: <u>10-29-07</u>
Tractor <u>281</u>	Address:	Time:
Trailer / Container Number <u>617</u>	Dropped By: <u>Rob. Hickman</u>	Need By:

CONTAINER TYPE: ☐ TOTE BIN ☐ ROLL DOOR BOX ☐ ISO CONTAINER ☐ DRY BULK
☐ TANK TRAILER ☐ ROLL TARP BOX ☒ VACUUM BOX ☐ FRAC TANK ☐ POLY TANK ☐ VACUUM TRUCK

Compartment #	Last Contained	Heel - Hazardous	Heel - Non-Haz	Drum / Roll-on
1	<u>waste sludge NIT Solids</u>		<u>100 gal-</u>	<u>R/O</u>
2				
3				
4				
5				

CLEANING CODES	WORK PERFORMED	TANK ENTRY PERMIT
1 Air Dry		Oxygen (19.5% -23.5%) #1 <u>20.0</u> #2 _____ #3 _____ #4 _____ #5 _____
2 Quick Rinse		LEL (<10%) #1 <u>0</u> #2 _____ #3 _____ #4 _____ #5 _____
3 Cold Water Rinse		CO2 (<35 ppm) #1 <u>0</u> #2 _____ #3 _____ #4 _____ #5 _____
4 Hot Water Rinse		Toxic Vapor #1 <u>0</u> #2 _____ #3 _____ #4 _____ #5 _____
5 Steam Only (Per Hour)		Signature: <u>JR</u>
6 Steam & Dry		Stripper Usage:
7 Rinse, Steam & Dry		Comments:
8 Detergent Wash, Rinse & Dry	✓	
9 Caustic Wash & Dry		
10 Caustic Wash, Rinse & Dry		
11 Waste Water Surcharge	✓	
12 Solvent Wash (Diesel # Hours)		
13 Solvent Wash (Stripper)		
14 Exterior Tractor Wash		
15 Exterior Trailer Wash (w/o Internal)		
16 Exterior Trailer Wash (with Internal)		
17 Exterior Acid Brite Wash		Authorized Additional Services:
18 Hand Labor (# Men / # Hours) ✓ <u>2 hrs</u>		
19 Hydroblaster (# Hours)		
20 Solvent Wash (Green Stripper)		
21 Passivation		
Hose Cleaning		
Pump Cleaning		

Cleaned By: JR Date: 11-7-07

Inspected By: _____ Date: _____

CES Environmental Services, Inc., Cleaning Division, makes no guarantees with respect to the thoroughness of the tank washing procedure or the total elimination of interior residues and/or moisture. Final inspection of the equipment remains the responsibility of the customer, and they hereby release CES Environmental Services, Inc., Cleaning Division, from any responsibility for claims arising from any allegations that the equipment was improperly cleaned, resulting in damage or loss.


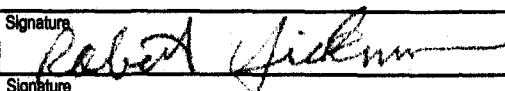
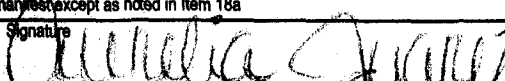
CES Environmental Services, Inc., Cleaning Division, is in no manner responsible for any damages or losses of equipment and/or materials left in their yard.

Print Name: _____ Date: _____

Signature: _____

EPAHO093000500

Box # 617

UNIFORM HAZARDOUS WASTE MANIFEST		1. Generator ID Number TXD008950461	2. Page 1 of 1	3. Emergency Response Phone (713) 676-1460	4. Manifest Tracking Number 002159822 JJK		
5. Generator's Name and Mailing Address CES Environmental Services, Inc. (TSD) 4904 Griggs Road Houston, TX 77021 Generator's Phone: (713) 676-1460			Generator's Site Address (if different than mailing address) CES Environmental Services, Inc. (TSD) 4904 Griggs Road Houston, TX 77021 (713) 676-1460				
6. Transporter 1 Company Name CES Environmental Services, Inc.			U.S. EPA ID Number TXD008950461				
7. Transporter 2 Company Name			U.S. EPA ID Number				
8. Designated Facility Name and Site Address Republic Waste Services of Texas, L.P. 10310 FM 523 Angleton, TX 77515 Facility's Phone: (832) 663-7834			U.S. EPA ID Number N/A				
GENERATOR	9a. HM	9b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))	10. Containers No.	Type	11. Total Quantity	12. Unit Wt./Vol.	13. Waste Codes
		Non-PCIA/Non-DOT regulated waste sludge	1	TT	17		00220-012
14. Special Handling Instructions and Additional Information Foster ID: Class 1 Sludge (TSD) CES Profile # CES 14-A 30000 113: 05-0002 115: 115: 115:							
15. GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations. If export shipment and I am the Primary Exporter, I certify that the contents of this consignment conform to the terms of the attached EPA Acknowledgment of Consent. I certify that the waste minimization statement identified in 40 CFR 262.27(a) (if I am a large quantity generator) or (b) (if I am a small quantity generator) is true.							
Generator's/Offor's Printed/Typed Name SAM BROWN			Signature 		Month Day Year 11/01/22		
INTL	16. International Shipments <input type="checkbox"/> Import to U.S. <input type="checkbox"/> Export from U.S. Port of entry/exit: _____ Date leaving U.S.: _____						
	17. Transporter Acknowledgment of Receipt of Materials						
TRANSPORTER	Transporter 1 Printed/Typed Name Robert Hickman			Signature 		Month Day Year 11/02/22	
	Transporter 2 Printed/Typed Name			Signature		Month Day Year	
DESIGNATED FACILITY	18. Discrepancy						
	18a. Discrepancy Indication Space <input type="checkbox"/> Quantity <input type="checkbox"/> Type <input type="checkbox"/> Residue <input type="checkbox"/> Partial Rejection <input type="checkbox"/> Full Rejection						
	Manifest Reference Number:						
	18b. Alternate Facility (or Generator) U.S. EPA ID Number						
	Facility's Phone:						
	18c. Signature of Alternate Facility (or Generator)						Month Day Year
19. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)							
	1. H132	2.	3.	4.			
20. Designated Facility Owner or Operator: Certification of receipt of hazardous materials covered by the manifest except as noted in Item 18a							
Printed/Typed Name Michelle Juarez			Signature 		Month Day Year 11/02/22		



**CES Environmental
Services, Inc.**

COPY

Invoice

4904 Griggs Road
Houston, TX 77021
Phone: (713) 676-1460
Fax: (713) 676-1676

Date	Invoice #
1/20/2006	21503

Bill To: South Coast Terminals
Attn: Accounts Payable
7401 Wallisville Rd.
Houston, TX 77020

P.O. No.	Terms	Project
WO 9266 DP	Net 30	

Quantity	Description	Manifest #	Rate	Amount
8.75	1/10/06 Transportation services by CES @ \$65.00 per hour (2 Loads) 14% Fuel Surcharge		65.00 79.63	568.75 79.63
6,300	Recycling of hydrocarbon and water mixture @ \$0.15 per gallon 1st Load	BOL 17401	0.15	945.00
2,000	2nd Load	BOL 17414	0.15	300.00
1	1/11/06 Delivery of vacuum box #607 @ \$150.00 per trip 14% Fuel Surcharge		150.00 21.00	150.00T 21.00
1	Delivery of Air Machine @ \$150.00 per trip 14% Fuel Surcharge		150.00 21.00	150.00T 21.00
13.5	Air Machine with Operator @ \$95.00 per hour 14% Fuel Surcharge		95.00 179.55	1,282.50 179.55
13.5	Field Technician @ \$27.00 per hour		27.00	364.50

We appreciate your business!

Subtotal

Sales Tax (7.75%)

Total

Late Payment Policy: Any unpaid balances beginning on the 30th day after the account is due will accrue a per annum interest rate of 6%, unless otherwise stated in a formalized contract.



**CES Environmental
Services, Inc.**

4904 Griggs Road
Houston, TX 77021
Phone: (713) 676-1460
Fax: (713) 676-1676

Invoice

Date	Invoice #
1/20/2006	21503

Bill To: South Coast Terminals
Attn: Accounts Payable
7401 Wallisville Rd.
Houston, TX 77020

		P.O. No.	Terms	Project	
			Net 30		
Quantity	Description	Manifest #	Rate	Amount	
2	Job Materials: PPE 2 men @ \$25.00 per day / per man		25.00	50.00T	
200	Job Materials: 6" Flex Hose @ \$2.00 per ft.		2.00	400.00T	
6	Equipment Use: Pressure Washer with Operator @ \$25.00 per hr		25.00	150.00	
6.25	Transportation services by CES @ \$65.00 per hour 14%^ Fuel Surcharge		65.00 56.88	406.25 56.88	
5,000	Recycling of hydrocarbon and water mixture @ \$0.15 per gallon	BOL 17427	0.15	750.00	
5	Transportation services by CES @ \$65.00 per hour 14% Fuel Surcharge	BOL 17456	65.00 45.50	325.00 45.50	
3,000	Recycling of hydrocarbon and water mixture @ \$0.15 per gallon		0.15	450.00	
2	Washout Trailers #205 & 206 @ \$125.00 each		125.00	250.00	
	1/12/06				
4	Transportation services by CES @ \$65.00 per hour (4 hr min.) 14% Fuel Surcharge		65.00 36.40	260.00 36.40	
We appreciate your business!		Subtotal			
Late Payment Policy: Any unpaid balances begining on the 30th day after the account is due will accrue a per annum interest rate of 6%, unless otherwise stated in a formalized contract.		Sales Tax (7.75%)			
		Total			



**CES Environmental
Services, Inc.**

Invoice

4904 Griggs Road
Houston, TX 77021
Phone: (713) 676-1460
Fax: (713) 676-1676

Date	Invoice #
1/20/2006	21503

Bill To: South Coast Terminals
Attn: Accounts Payable
7401 Wallisville Rd.
Houston, TX 77020

P.O. No.	Terms	Project
	Net 30	

Quantity	Description	Manifest #	Rate	Amount
20	Disposal of Non-RCRA waste sludge (trench sludge) @ \$75.00 per yd	3957157	75.00	1,500.00
1	Washout Vacuum Box #607 @ \$275.00 each		275.00	275.00
3	Rental of Vacuum Box #607 from 1/10 - 1/12 @ \$35.00 per day		35.00	105.00T
	4% City of Houston Franchise Fee		11.86	11.86

We appreciate your business!

Subtotal \$9,133.82

Late Payment Policy: Any unpaid balances beginning on the 30th day after the account is due will accrue a per annum interest rate of 6%, unless otherwise stated in a formalized contract.

Sales Tax (7.75%) \$66.27

Total \$9,200.09

CES Environmental Services, Inc
4904 Griggs Rd.
Houston, TX 77021
Office: (713) 676-1460
Fax: (713) 676-1676

Bill Of Lading #: 17401

Original - Shipper Provided Short Form Straight Bill of Lading - Not Negotiable - Domestic

RECEIVED, subject to the contract in effect on the date of the issue of this Bill of Lading.

SHIPPED FROM :
South Coast Terminals (Wallisville)
7401 Wallisville Rd.
Houston, TX 77020

CES Profile #
1217

The property described below, in apparent good order, except as noted (content and condition of packages unknown), marked, consigned, and destined as indicated below, which said carrier (the word carrier being understood throughout this as meaning any person or corporation authorized to be in possession of the property under the contract) agrees to carry to its unusual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. This Bill of Lading is a receipt for goods; it is not of itself a contract of carriage. It is mutually agreed, as to each carrier of all or as to any said over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions contained in the applicable contract between shipper and carrier or intermediary.

For payment: Charges to be billed to Shipper or the "Billed to" party are set forth in the governing contract with Shipper. No charges other than those contained therein may be billed to Shipper or the "Billed to" party without prior written consent of Shipper. The extra copy of this Bill of Lading, furnished at the time of shipment, must be attached to the freight bill submitted to Shipper or the "Billed to" party and sent to:

CONSIGNEE TO:
CES Environmental Services, Inc.
4904 Griggs Rd.
Houston, TX 77021

CARRIER :
CES Environmental Services, Inc.
4904 Griggs Rd.
Houston, TX 77021

This is to certify that the product stated below are properly classified, described, packaged, marked and labeled and is in proper condition for transportation according to the applicable regulations of the Department of Transportation. If this shipment moves between to ports by a carrier by water, the law requires that the Bill of Lading shall state whether it is "carrier's or shipper's weight."

Intermodal Certificate: All information required by Federal Highway Administration regulations at 49 CFR 390.549 implementing the Intermodal Safe Container Act of 1992 is set forth on the face of this bill of lading. The shipper name herein is the tendering party.

FOR CHEMICAL EMERGENCY CALL - Matt Bowman (713) 826-1329 or Sean Easton (713) 416-4160

Haz	Container		Total Quantity	Unit Wt/Vol	Description of Materials, Special Marks, and Exceptions
	No.	Type			
No	1	TT	6360	G	Recyclable hydrocarbon and water mixture

Shipper: South Coast Terminals (Wallisville)

Per: DANILE POE Signature: Danile Poe Date: 1/10/06

Carrier: CES Environmental Services, Inc

Per: Candido A. Rosales Signature: [Signature] Date: 01-10-06

Receiving Facility: CES Environmental Services, Inc.

Per: Matt Bowman Signature: [Signature] Date: 1-10-06

White (Generator Return Copy)

Yellow (Transporter Copy)

Pink (Receiving Facility Copy)

Golden Rod (Generator 1st Copy)

EPAHO093000505

CES Environmental Services, Inc
4904 Griggs Rd.
Houston, TX 77021
Office: (713) 676-1460
Fax: (713) 676-1676

Bill Of Lading #: 17401

Original - Shipper Provided Short Form Straight Bill of Lading - Not Negotiable - Domestic

RECEIVED, subject to the contract in effect on the date of the issue of this Bill of Lading

SHIPPED FROM:
South Coast Terminals (Wallisville)
7401 Wallisville Rd.
Houston, TX 77020

CES Profile #
1217

The property described below, in apparent good order, except as noted (content and condition of packages unknown), marked, consigned, and destined as indicated below, which said carrier (the word carrier being understood throughout this as meaning any person or corporation authorized to be in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. This Bill of Lading is a receipt for goods; it is not of itself a contract of carriage. It is mutually agreed, as to each carrier of all or as to any said over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions contained in the applicable contract between shipper and carrier or intermediary.

For payment: Charges to be billed to Shipper or the "Billed to" party are set forth in the governing contract with Shipper. No charges other than those contained therein may be billed to Shipper or the "Billed to" party without prior written consent of Shipper. The extra copy of this Bill of Lading, furnished at the time of shipment, must be attached to the freight bill submitted to Shipper or the "Billed to" party and sent to:

CONSIGNEE TO:
CES Environmental Services, Inc.
4904 Griggs Rd.
Houston, TX 77021

CARRIER:
CES Environmental Services, Inc.
4904 Griggs Rd.
Houston, TX 77021

This is to certify that the product stated below are properly classified, described, packaged, marked and labeled and is in proper condition for transportation according to the applicable regulations of the Department of Transportation. If this Shipment moves between to ports by a carrier by water, the law requires that the Bill of Lading shall state whether it is "carrier's or shipper's weight."

Intermodal Certificate: All information required by Federal Highway Administration regulations at 49 CFR 390.54 implementing the Intermodal Safe Container Act of 1992 is set forth on the face of this bill of lading. The shipper name herein is the tendering party.

FOR CHEMICAL EMERGENCY CALL - Matt Bowman (713) 826-1329 or Sean Easton (713) 416-4160

Haz	Container		Total Quantity	Unit Wt/Vol	Description of Materials, Special Marks, and Exceptions
	No.	Type			
No	1	TT	6300	G	Recyclable hydrocarbon and water mixture

Shipper: South Coast Terminals (Wallisville)

Per: DAVIDE POC **Signature:** [Signature] **Date:** 1/10/06

Carrier: CES Environmental Services, Inc.

Per: Gandolfo A. Rowles **Signature:** [Signature] **Date:** 1-10-06

Receiving Facility: CES Environmental Services, Inc.

Per: Matt Bowman **Signature:** [Signature] **Date:** 1-10-06

White (Generator Return Copy)

Yellow (Transporter Copy)

Pink (Receiving Facility Copy)

Golden Rod (Generator 1st Copy)

EPAHO093000506

CES Environmental Services, Inc
4904 Griggs Rd.
Houston, TX 77021
Office: (713) 676-1460
Fax: (713) 676-1676

Transportation Work Ticket

Date : 1/10/2006

Manifest # : _____

South Coast Terminals (Wallisville)

Client : _____

Ticket : 17401

Phone : 7136722401

CES Environmental Services, Inc.

CES Environmental Services, Inc

Consignee : _____

Shipper : _____

Description : Oily Water

Signature : DANYLE POE

Signature : Danyle Poe

Leave CES Yard : 4:00

Arrive At Destination : 8:25

Arrive At Customer : 4:30

Begin Unloading : 8:30

Begin Loading : 5:00

Finish Unloading : 9:00

Finish Loading : 7:50

Leave Receiving Facility : 9:00

Leave Customer : 7:55

Arrive At CES Yard : _____

Gross Weight : _____

Ending Odometer : 442202

Tare Weight : _____

Beginning Odometer : 442192

Net Weight : _____

Total Miles : 85

Driver : Candido Rosales

Tractor # : 272

Tote # : _____

Signature : 

Trailer # : 205

Box # : _____

Job Comments : _____

White (CES Office)

Yellow (CES Office / Billing)

Pink (CES Office / IFTA)

Golden Rod (Customer)

EPAHO093000507

CES Environmental Services, Inc.
4904 Griggs Rd.
Houston, TX 77021
Office: (713) 676-1460
Fax: (713) 676-1676

Bill Of Lading #: 17414

Original - Shipper Provided Short Form Straight Bill of Lading - Not Negotiable - Domestic
RECEIVED, subject to the contract in effect on the date of the issue of this Bill of Lading.

SHIPPED FROM:
South Coast Terminals (Wallisville)
7401 Wallisville Rd.
Houston, TX 77020

CES Profile #
11a) 1217
11b)
11c)

The property described below, in apparent good order, except as noted (content and condition of packages unknown), marked, consigned, and destined as indicated below, which said carrier (the word carrier being understood throughout this as meaning any person or corporation authorized to be in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. This Bill of Lading is a receipt for goods; it is not of itself a contract of carriage. It is mutually agreed, as to each carrier of all or as to any said goods or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions contained in the applicable contract between shipper and carrier or intermediary.

For payment: Charges to be billed to Shipper or the "Billed to" party are set forth in the governing contract with Shipper. No charges other than those contained therein may be billed to Shipper or the "Billed to" party without prior written consent of Shipper. The extra copy of this Bill of Lading, furnished at the time of shipment, must be attached to the freight bill submitted to Shipper or the "Billed to" party and sent to:

CONSIGNEE TO:
CES Environmental Services, Inc.
4904 Griggs Rd.
Houston, TX 77021

CARRIER:
CES Environmental Services, Inc.
4904 Griggs Rd.
Houston, TX 77021

This is to certify that the product stated below are properly classified, described, packaged, marked and labeled and is in proper condition for transportation according to the applicable regulations of the Department of Transportation. If this Shipment moves between to ports by a carrier by water, the law requires that the Bill of Lading shall state whether it is "carrier's or shipper's weight."

Intermodal Certificate: All information required by Federal Highway Administration regulations at 49 CFR 390.549 implementing the Intermodal Safe Container Act of 1992 is set forth on the face of this bill of lading. The shipper name herein is the tendering party.

FOR CHEMICAL EMERGENCY CALL - Matt Bowman (713) 826-1329 or Sean Easton (713) 416-4160

Haz	Container		Total Quantity	Unit Wt/Vol	Description of Materials, Special Marks, and Exceptions
	No.	Type			
No	1	TT	2000	G	Recyclable hydrocarbon and water mixture

Shipper: South Coast Terminals (Wallisville)

Per: ABHAY Signature: [Signature] Date: 1-10-06

Carrier: CES Environmental Services, Inc.

Per: Candido A. Rojas Signature: [Signature] Date: 1-10-06

Receiving Facility: CES Environmental Services, Inc.

Per: Matt Bowman Signature: [Signature] Date: 1-10-06

Yellow (Transporter Copy)

Pink (Receiving Facility Copy)

Golden Rod (Generator 1st Copy)

EPAHO093000508

CES Environmental Services, Inc.
4904 Griggs Rd
Houston, TX 77021
Office: (713) 676-1460
Fax: (713) 676-1676

Bill Of Lading #: 17414

Original - Shipper Provided Short Form Straight Bill of Lading - Not Negotiable - Domestic
RECEIVED, subject to the contract in effect on the date of the issue of this Bill of Lading.

SHIPPED FROM :
South Coast Terminals (Wallisville)
7401 Wallisville Rd.
Houston, TX 77020

CES Profile #
11a) 1217
11b)
11c)

The property described below, in apparent good order, except as noted (content and condition of packages unknown), marked, consigned, and destined as indicated below, which said carrier (the word carrier being understood throughout this as meaning any person or corporation authorized to be in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, then its route, otherwise to deliver to another carrier on the route to said destination. This Bill of Lading is a receipt for goods, it is not of itself a contract of carriage. It is mutually agreed, as to each carrier of all or as to any said overall or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions contained in the applicable contract between shipper and carrier or intermediary.

For payment: Charges to be billed to Shipper or the "Billed to" party are set forth in the governing contract with Shipper. No charges other than those contained therein may be billed to Shipper or the "Billed to" party without prior written consent of Shipper. The extra copy of this Bill of Lading, furnished at the time of shipment, must be attached to the freight bill submitted to Shipper or the "Billed to" party and sent to:

CONSIGNEE TO :
CES Environmental Services, Inc.
4904 Griggs Rd.
Houston, TX 77021

CARRIER :
CES Environmental Services, Inc.
4904 Griggs Rd.
Houston, TX 77021

This is to certify that the product asked below are properly classified, described, packaged, marked and labeled and is in proper condition for transportation according to the applicable regulations of the Department of Transportation. If this Shipment moves between to ports by a carrier by water, the law requires that the Bill of Lading shall state whether it is "carrier's or shipper's weight."

Intermodal Certificate: All information required by Federal Highway Administration regulations at 49 CFR 390.549 implementing the Intermodal Safe Container Act of 1992 is set forth on the face of this bill of lading. The shipper name herein is the tendering party.

FOR CHEMICAL EMERGENCY CALL - Matt Bowman (713) 826-1329 or Sean Easton (713) 416-4160

Haz	Container		Total Quantity	Unit Wt/Vol	Description of Materials, Special Marks, and Exceptions
	No.	Type			
No	1	TT	2000	G	Recyclable hydrocarbon and water mixture

Shipper: South Coast Terminals (Wallisville)

Per: ABHAY Signature: ABHAY Date: 1-10-06

Carrier: CES Environmental Services, Inc.

Per: Candido A. Rosales Signature: CAR Date: 1-10-06

Receiving Facility: CES Environmental Services, Inc.

Per: Matt Bowman Signature: Matt Bowman Date: 1-10-06

CES Environmental Services, Inc
4904 Griggs Rd.
Houston, TX 77021
Office: (713) 676-1460
Fax: (713) 676-1676

Transportation Work Ticket

Date : 1/10/2006

Manifest # : _____

South Coast Terminals (Wallisville)

Client : _____

Ticket : 17414

Phone : 7136722401

CES Environmental Services, Inc.

Consignee : _____

CES Environmental Services, Inc

Shipper : _____

Description : Oily Water

Signature : AB

Signature : Alba Bockis

Leave CES Yard : 9:13

Arrive At Destination : CES 11:40

Arrive At Customer : 9:40

Begin Unloading : 1 HR

Begin Loading : 9:45

Finish Unloading : instead

Finish Loading : 11:4

Leave Receiving Facility : _____

Leave Customer : 11:10

Arrive At CES Yard : 12:40

Gross Weight : _____

Ending Odometer : _____

Tare Weight : _____

Beginning Odometer : _____

Net Weight : _____

Total Miles : _____

Driver : Candido Rosales

Tractor # : 272

Tote # : _____

Signature : [Signature]

Trailer # : 205

Box # : _____

Job Comments : _____

Dropoff and yard

White (CES Office)

Yellow (CES Office / Billing)

Pink (CES Office / IFTA)

Golden Rod (Customer)

EPAHO093000510

CES Enviromental Services, Inc
4904 Griggs Rd.
Houston, TX 77021
Office: (713) 676-1460
Fax: (713) 676-1676

Driver : Candido Rosales

Service Request Form

Customer : South Coast Terminals (Wallisville)

Date : 1/10/2006

Address : 7401 Wallisville Rd.

Time : _____

City,State,Zip : Houston TX , 77020

Contact : Darryl Poe 7136722401

Called In By : Darryl Poe 7136722401

CES Contact : Matt Bowman (713) 826 - 1329

Job Description :

- 1) Pump out OILY WATER from ditch as directed by Daryl Poe
- 2) Haul load to CES and offload as directed

CES Enviromental Services, Inc
4904 Griggs Rd.
Houston, TX 77021
Office: (713) 676-1460
Fax: (713) 676-1676

Transportation Work Ticket

Date : 1/11/2006

Manifest # : _____

South Coast Terminals (Wallisville)

Client : _____

Ticket : 17410

Phone : 7136722401

Consignee : _____

CES Environmental Services, Inc

Shipper : _____

Description : Box Delivery

Signature : [Signature]

Signature : [Signature]

Leave CES Yard : 7:15

Arrive At Destination : 7:40

Arrive At Customer : _____

Begin Unloading : _____

Begin Loading : _____

Finish Unloading : _____

Finish Loading : _____

Leave Receiving Facility : 8:00

Leave Customer : _____

Arrive At CES Yard : 8:50

Gross Weight : _____

Ending Odometer : 82612

Tare Weight : _____

Beginning Odometer : 82582

Net Weight : _____

Total Miles : 30

Driver : Matthew Taylor

Tractor # : 280

Tote # : _____

Signature : [Signature]

Trailer # : 218

Box # : 607

Job Comments : _____

White (CES Office)

Yellow (CES Office / Billing)

Pink (CES Office / IFTA)

Golden Rod (Customer)

EPAHO093000512

CES Environmental Services, Inc
4904 Griggs Rd.
Houston, TX 77021
Office: (713) 676-1460
Fax: (713) 676-1676

Transportation Work Ticket

Date : 1/11/2006

Manifest # : _____

South Coast Terminals (Wallisville)

Client : _____

Ticket : 17409

Phone : 7136722401

Consignee : _____

CES Environmental Services, Inc

Shipper : _____

Description : Spill Cleanup - air mover

Signature : X A. Long

Signature : _____

Leave CES Yard : _____

Arrive At Destination : _____

Arrive At Customer : 8:45

Begin Unloading : _____

Begin Loading : 9:18

Finish Unloading : _____

Finish Loading : 9:00

Leave Receiving Facility : _____

Leave Customer : 9:15

Arrive At CES Yard : _____

Gross Weight : _____

Ending Odometer : 189824

Tare Weight : _____

Beginning Odometer : 189742

Net Weight : _____

Total Miles : 72

Driver : Jose Espinal

Tractor # : 276

Tote # : _____

Signature : Jose C. Espinal

Trailer # : 236

Box # : _____

Job Comments : _____

White (CES Office)

Yellow (CES Office / Billing)

Pink (CES Office / IFTA)

Golden Rod (Customer)

EPAHO093000513

CES Enviromental Services, Inc
4904 Griggs Rd.
Houston, TX 77021
Office: (713) 676-1460
Fax: (713) 676-1676

Driver : José Espinal

Service Request Form

Customer : South Coast Trenching & Drilling

Date : 1/11/2006

Address : 7401 Wallisville Road

Time : 8:00 AM

City,State,Zip : Houston TX , 77020

Contact : Daryl Poe 7136722401

Called In By : Daryl Poe 7136722401

CES Contact : Matt Bowman (713) 826 - 1329

Job Description :

- 1) Bring Air Mover to South Coast (Wallisville Road)
- 2) offload as directed
- 3) Pump out ditch as directed
- 4) Return air machine back to CES yard

Equipment Dec	Units	UOM	UOM Description
Air Mover	1	Each	Each

CES Environmental Services, Inc
4904 Griggs Rd.
Houston, TX 77021
Office: (713) 676-1460
Fax: (713) 676-1676

Transportation Work Ticket

Date : 1/11/2006

Manifest # : _____

South Coast Terminals (Wallisville)

Client : _____

Ticket : 17408

Phone : 7136722401

Consignee : _____

CES Environmental Services, Inc

Shipper : _____

Description : Spill Cleanup

Signature : _____

Signature : _____

Leave CES Yard : 8:00 AM

Arrive At Destination : _____

Arrive At Customer : 8:30 AM

Begin Unloading : _____

Begin Loading : 9:30 AM

Finish Unloading : _____

Finish Loading : 8:30 AM

Leave Receiving Facility : _____

Leave Customer : 9:15 PM

Arrive At CES Yard : 9:30 AM

Gross Weight : _____

Ending Odometer : 134569

Tare Weight : _____

Beginning Odometer : 134535

Net Weight : _____

Total Miles : 34

Driver : Joe Carrillo

Tractor # : 102

Tote # : _____

Signature : *Joe Carrillo*

Trailer # : _____

Box # : 607

Job Comments : Took Jose R. to help cleanup oil spill in Customer's Ditch. We used 200 ft of 6" flex hose and an air mover to suck out oily sludge into our Vacuum Box 607. We fill Box 3 times. Had to get a Vacuum Trailer to suck out oily water from Box 3 times. We fill up Trailer & took load to land and get another Empty Trailer. We finish job. Jose R was a help too. Plus we used our own pressure washer.

CES Environmental Services, Inc
4904 Griggs Rd.
Houston, TX 77021
Office: (713) 676-1460
Fax: (713) 676-1676

Transportation Work Ticket

Date : 1/11/2006

Manifest # : _____

South Coast Terminals (Wallisville)

Client : _____

Ticket : 17408

Phone : 7136722401

Consignee : _____

CES Environmental Services, Inc

Shipper : _____

Description : Spill Cleanup

Signature : _____

Signature : _____

Leave CES Yard : 8:00 AM

Arrive At Destination : _____

Arrive At Customer : 8:30 AM

Begin Unloading : _____

Begin Loading : 9:30 AM

Finish Unloading : _____

Finish Loading : 8:30 AM

Leave Receiving Facility : _____

Leave Customer : 9:15 PM

Arrive At CES Yard : 9:30 AM

Gross Weight : _____

Ending Odometer : 134519

Tare Weight : _____

Beginning Odometer : 134535

Net Weight : _____

Total Miles : 34

Driver : Joe Carrillo

Tractor # : 102

Tote # : _____

Signature : *Joe Carrillo*

Trailer # : _____

Box # : 607

Job Comments :

Took Siser R. Jr. Help Clean up oil spill in Osterman Ditch. We used 20 ft of 6" 7lb hose and an air mover to suck out City Dodge into our Vacuum Box 607. We fill box 3 times. Also stuck a Vacuum Trailer to suck out water from box 3 times. We fill up trailer with fuel to road to yard and left with empty trailer. Our shift job. Jose E was a help too. We were in our own business.

CES Enviromental Services, Inc
4904 Griggs Rd.
Houston, TX 77021
Office: (713) 676-1460
Fax: (713) 676-1676

Driver :

~~John Castillo~~
LAMIERZ

Service Request Form

Customer : ~~South Coast Environmental Services (VVAmevme)~~

Date : 1/11/2006

Address : 7401 Wallisville Road

Time : ~~0700-1100~~

City,State,Zip : Houston TX , 77020

Contact : Daryl Poe 7136722401

Called In By : Daryl Poe 7136722401

CES Contact : Matt Bowman (713) 826 - 1329

Job Description :

- 1) Go to South Coast (Wallisville Road) and work to help clean up spill

CES Environmental Services, Inc
4904 Griggs Rd.
Houston, TX 77021
Office: (713) 676-1460
Fax: (713) 676-1676

Bill Of Lading # : 17427

Original - Shipper Provided Short Form Straight Bill of Lading - Not Negotiable - Domestic

RECEIVED, subject to the contract in effect on the date of the issue of this Bill of Lading.

SHIPPED FROM :
South Coast Terminals (Wallisville)
7401 Wallisville Rd.
Houston, TX 77020

CES Profile #
1217

The property described below, in apparent good order, except as noted (content and condition of packages unknown), marked, consigned, and destined as indicated below, which said carrier (the word carrier being understood throughout this as meaning any person or corporation authorized to be in possession of the property under the contract) agrees to carry to its unusual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. This Bill of Lading is a receipt for goods; it is not of itself a contract of carriage. It is mutually agreed, as to each carrier of all or as to any said over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions contained in the applicable contract between shipper and carrier or intermediary.

For payment: Charges to be billed to Shipper or the "Billed to" party are set forth in the governing contract with Shipper. No charges other than those contained therein may be billed to Shipper or the "Billed to" party without prior written consent of Shipper. The extra copy of this Bill of Lading, furnished at the time of shipment, must be attached to the freight bill submitted to Shipper or the "Billed to" party and sent to:

CONSIGNEE TO :
CES Environmental Services, Inc.
4904 Griggs Rd.
Houston, TX 77021

CARRIER :
CES Environmental Services, Inc.
4904 Griggs Rd.
Houston, TX 77021

This is to certify that the product stated below are properly classified, described, packaged, marked and labeled and is in proper condition for transportation according to the applicable regulations of the Department of Transportation. If this Shipment moves between to ports by a carrier by water, the law requires that the Bill of Lading shall state whether it is "carrier's or shipper's weight."

Intermodal Certificate: All information required by Federal Highway Administration regulations at 49 CFR 390.505 implementing the Intermodal Safe Container Act of 1992 is set forth on the face of this bill of lading. The shipper name herein is the tendering party.

FOR CHEMICAL EMERGENCY CALL - Matt Bowman (713) 826-1329 or Sean Easton (713) 416-4160

Haz	Container		Total Quantity	Unit Wt/Vol	Description of Materials, Special Marks, and Exceptions
	No.	Type			
No	1	TT	5000	G	Recyclable hydrocarbon and water mixture

Shipper : South Coast Terminals (Wallisville)

Per : ALP Signature : ALP Date : 1/11/06

Carrier CES Environmental Services, Inc

Per : TOSC C Espinoza Signature : TOSC C Espinoza Date : 01/11/06

Receiving Facility CES Environmental Services, Inc.

Per : ANTHONY COTA Signature : ANTHONY COTA Date : 01/11/06

White (Generator Return Copy)

Yellow (Transporter Copy)

Pink (Receiving Facility Copy)

Golden Rod (Generator 1st Copy)

EPAHO093000518

CES Environmental Services, Inc
4904 Griggs Rd.
Houston, TX 77021
Office: (713) 676-1460
Fax: (713) 676-1676

Transportation Work Ticket

Date : 1/11/2006

Manifest # : _____

South Coast Terminals (Wallisville)

Client : _____

Ticket : 17427

Phone : 7136722401

CES Environmental Services, Inc.

Consignee : _____

CES Environmental Services, Inc

Shipper : _____

Description : Oily Water

Signature : X MT

Signature : _____

Leave CES Yard : 12:00

Arrive At Destination : 5:15

Arrive At Customer : 12:30

Begin Unloading : _____

Begin Loading : 12:38

Finish Unloading : _____

Finish Loading : 4:35

Leave Receiving Facility : _____

Leave Customer : 4:45

Arrive At CES Yard : 6:15

6:25 AM

Gross Weight : _____

Ending Odometer : 187797

Tare Weight : _____

Beginning Odometer : _____

Net Weight : _____

Total Miles : _____

Driver : Jose Espinal

Tractor # : 276

Tote # : _____

Signature : J. C. Espinal

Trailer # : 206

Box # : _____

Job Comments : _____

WASHOUT TRAILER

White (CES Office)

Yellow (CES Office / Billing)

Pink (CES Office / IFTA)

Golden Rod (Customer)

EPAHO093000519

CES Enviromental Services, Inc
4904 Griggs Rd.
Houston, TX 77021
Office: (713) 676-1460
Fax: (713) 676-1676

Driver : Jose Espinal

27
72
99

247
205

Service Request Form

Customer : South Coast Terminals (Wallisville)

Date : 1/11/2006

Address : 7401 Wallisville Rd.

Time :

City,State,Zip : Houston TX , 77020

Contact : Darryl Poe 7136722401

Called In By : Darryl Poe 7136722401

CES Contact : Matt Bowman (713) 826 - 1329

Job Description :

- 1) Pump out OILY WATER from ditch as directed by Daryl Poe
- 2) Haul load to CES and offload as directed

233
232
206

CES Environmental Services, Inc
4904 Griggs Rd.
Houston, TX 77021
Office: (713) 676-1460
Fax: (713) 676-1676

Bill Of Lading #: 17456

Original - Shipper Provided Short Form Straight Bill of Lading - Not Negotiable - Domestic

RECEIVED, subject to the contract in effect on the date of the issue of this Bill of Lading.

SHIPPED FROM:
South Coast Terminals (Wallisville)
7401 Wallisville Rd.
Houston, TX 77020

CES Profile #
1217

The property described below, in apparent good order, except as noted (content and condition of packages unknown), marked, consigned, and destined as indicated below, which said carrier (the word carrier being understood throughout this as meaning any person or corporation authorized to be in possession of the property under the contract) agrees to carry to its unusual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. This Bill of Lading is a receipt for goods; it is not of itself a contract of carriage. It is mutually agreed, as to each carrier of all or as to any said over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions contained in the applicable contract between shipper and carrier or intermediary.

For payment: Charges to be billed to Shipper or the "Billed to" party are set forth in the governing contract with Shipper. No charges other than those contained therein may be billed to Shipper or the "Billed to" party without prior written consent of Shipper. The extra copy of this Bill of Lading, furnished at the time of shipment, must be attached to the freight bill submitted to Shipper or the "Billed to" party and sent to:

CONSIGNEE TO:
CES Environmental Services, Inc.
4904 Griggs Rd.
Houston, TX 77021

CARRIER:
CES Environmental Services, Inc.
4904 Griggs Rd.
Houston, TX 77021

This is to certify that the product stated below are properly classified, described, packaged, marked and labeled and is in proper condition for transportation according to the applicable regulations of the Department of Transportation. If this Shipment moves between to ports by a carrier by water, the law requires that the Bill of Lading shall state whether it is "carrier's or shipper's weight."

Intermodal Certificate: All information required by Federal Highway Administration regulations at 49 CFR 390.949 implementing the Intermodal Safe Container Act of 1992 is set forth on the face of this bill of lading. The shipper name herein is the tendering party.

FOR CHEMICAL EMERGENCY CALL - Matt Bowman (713) 826-1329 or Sean Easton (713) 416-4160

Haz	Container		Total Quantity	Unit Wt/Vol	Description of Materials, Special Marks, and Exceptions
	No.	Type			
No	1	TT	3000	G	Recyclable hydrocarbon and water mixture

Shipper: South Coast Terminals (Wallisville)

Per: [Signature] Signature: [Signature] Date: 01/11/06

Carrier CES Environmental Services, Inc.

Per: Jose C Espinal Signature: [Signature] Date: 01/11/06

Receiving Facility CES Environmental Services, Inc.

Per: Matt Bowman Signature: [Signature] Date: 11/11/06

White (Generator Return Copy)

Yellow (Transporter Copy)

Pink (Receiving Facility Copy)

Golden Rod (Generator 1st Copy)

EPAHO093000521

CES Environmental Services, Inc
4904 Griggs Rd.
Houston, TX 77021
Office: (713) 676-1460
Fax: (713) 676-1676

Bill Of Lading #: 17456

Original - Shipper Provided Short Form Straight Bill of Lading - Not Negotiable - Domestic

RECEIVED, subject to the contract in effect on the date of the issue of this Bill of Lading.

SHIPPED FROM:
South Coast Terminals (Wallisville)
7401 Wallisville Rd.
Houston, TX 77020

CES Profile #
1217

The property described below, in apparent good order, except as noted (content and condition of packages unknown), marked, consigned, and destined as indicated below, which said carrier (the word carrier being understood throughout this as meaning any person or corporation authorized to be in possession of the property under the contract) agrees to carry to its unusual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. This Bill of Lading is a receipt for goods; it is not of itself a contract of carriage. It is mutually agreed, as to each carrier of all or as to any said over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions contained in the applicable contract between shipper and carrier or intermediary.

For payment: Charges to be billed to Shipper or the "Billed to" party are set forth in the governing contract with Shipper. No charges other than those contained therein may be billed to Shipper or the "Billed to" party without prior written consent of Shipper. The extra copy of this Bill of Lading, furnished at the time of shipment, must be attached to the freight bill submitted to Shipper or the "Billed to" party and sent to:

CONSIGNEE TO:
CES Environmental Services, Inc.
4904 Griggs Rd.
Houston, TX 77021

CARRIER:
CES Environmental Services, Inc.
4904 Griggs Rd.
Houston, TX 77021

This is to certify that the product stated below are properly classified, described, packaged, marked and labeled and is in proper condition for transportation according to the applicable regulations of the Department of Transportation. If this Shipment moves between to ports by a carrier by water, the law requires that the Bill of Lading shall state whether it is "carrier's or shipper's weight."

Intermodal Certificate: All information required by Federal Highway Administration regulations at 49 CFR 390.540 implementing the Intermodal Safe Container Act of 1992 is set forth on the face of this bill of lading. The shipper name herein is the tendering party.

FOR CHEMICAL EMERGENCY CALL - Matt Bowman (713) 826-1329 or Sean Easton (713) 416-4160

Haz	Container		Total Quantity	Unit Wt/Vol	Description of Materials, Special Marks, and Exceptions
	No.	Type			
No	1	TT	3000	G	Recyclable hydrocarbon and water mixture

Shipper: South Coast Terminals (Wallisville)

Per: [Signature] Signature: X Date: 01/11/06

Carrier: CES Environmental Services, Inc.

Per: Jose C Espinal Signature: [Signature] Date: 01/11/06

Receiving Facility: CES Environmental Services, Inc.

Per: [Signature] Signature: [Signature] Date: 11/11/06

White (Generator Return Copy)

Yellow (Transporter Copy)

Pink (Receiving Facility Copy)

Golden Red (Generator 1st Copy)

EPAHO093000522

CES Environmental Services, Inc
4904 Griggs Rd.
Houston, TX 77021
Office: (713) 676-1460
Fax: (713) 676-1676

Transportation Work Ticket

Date : 1/11/2006

Manifest # : _____

South Coast Terminals (Wallisville)

Client : _____

Ticket : 17456

Phone : 7136722401

CES Environmental Services, Inc.

CES Environmental Services, Inc

Consignee : _____

Shipper : _____

Description : Oily Water

Signature : X AJg

Signature : _____

Leave CES Yard : 5:45

Arrive At Destination : 9:45

Arrive At Customer : 6:00

Begin Unloading : _____

Begin Loading : 6:10

Finish Unloading : _____

Finish Loading : 9:06

Leave Receiving Facility : _____

Leave Customer : 9:15

Arrive At CES Yard : 10:45

5HR

Gross Weight : _____

Ending Odometer : 189824

Tare Weight : _____

Beginning Odometer : 189797

Net Weight : _____

Total Miles : 27

Driver : Jose Espinal

Tractor # : 276

Tote # : _____

Signature : Jose C Espinal

Trailer # : 245 205

Box # : _____

Job Comments : _____

WASHOUT TRAILER

White (CES Office)

Yellow (CES Office / Billing)

Pink (CES Office / IFTA)

Golden Rod (Customer)

EPAHO093000523

CES Enviromental Services, Inc
4904 Griggs Rd.
Houston, TX 77021
Office: (713) 676-1460
Fax: (713) 676-1676

Driver : Jose Espinal

Service Request Form

Customer : South Coast Terminals (Wallisville)

Date : 1/11/2006

Address : 7401 Wallisville Rd.

Time :

City,State,Zip : Houston TX , 77020

Contact : Darryl Poe 7136722401

Called In By : Darryl Poe 7136722401

CES Contact : Matt Bowman (713) 826 - 1329

Job Description :

- 1) Pump out OILY WATER from the box #611 1st and then the Ditch 2nd as directed by Daryl Poe
- 2) Haul load to CES and offload as directed

**TEXAS COMMISSION ON
ENVIRONMENTAL QUALITY**

P.O. Box 13087

Austin, Texas 78711-3087



Please print or type. (Form designed for use on elite (12-pitch) typewriter.)

Form approved. OMB No. 2050-0039.

UNIFORM HAZARDOUS WASTE MANIFEST		1. Generator's US EPA ID No. TXD056267230		Manifest Document No.		2. Page 1 of 1		Information in the shaded areas is not required by Federal law.		
3. Generator's Name and Mailing Address South Coast Terminals (Wallisville) 7401 Wallisville Rd. Houston, TX 77020						A. State Manifest Document Number 3957157				
						B. State Generator's ID 31413				
4. Generator's Phone ((713) 672-2401)						C. State Transporter's ID 30000				
5. Transporter 1 Company Name CES Environmental Services, Inc						D. Transporter's Phone (713) 676-1400				
7. Transporter 2 Company Name						E. State Transporter's ID				
9. Designated Facility Name and Site Address CES Environmental Services, Inc. 4904 Griggs Rd. Houston TX, 77021						F. Transporter's Phone				
10. US EPA ID Number TXD008950461						G. State Facility's ID N/A				
						H. Facility's Phone (713) 676-1400				
11A. HM	11. US DOT Description (including Proper Shipping Name, Hazard Class, ID Number and Packing Group)					12. Containers No.	Type	13. Total Quantity	14. Unit Wt/Vol	15. Waste No.
	a. Non-RCRA/Non DOT regulated waste sludge (trench sludge)					1	CM	4046	G	83255191
	b.									
	c.									
	d.									
J. Additional Descriptions for Materials Listed Above CES Profile # CES Job # - 17443						K. Handling Codes for Wastes Listed Above H141				
15. Special Handling Instructions and Additional Information 24 Hour Emergency Contact Name and Number: Matt Bowman (713) 826 - 1329 Emergency Contact: Matt Bowman at (713) 826-1329										
16. GENERATOR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by proper shipping name and are classified, packaged, marked, and labelled/placarded, and are in all respects in proper condition for transport by highway according to applicable international and national government regulations, including applicable state regulations. If I am a large quantity generator, I certify that I have a program in place to reduce the volume and toxicity of waste generated to the degree I have determined to be economically practicable and that I have selected the practicable method of treatment, storage, or disposal currently available to me which minimizes the present and future threat to human health and the environment; OR, if I am a small quantity generator, I have made a good faith effort to minimize my waste generation and select the best waste management method that is available to me and that I can afford.										
Printed/Typed Name FRANK LAYNE						Signature <i>[Signature]</i>			Month Day Year 01/12/06	
17. Transporter 1 Acknowledgement of Receipt of Materials						Signature <i>[Signature]</i>			Date 01/12/06	
Printed/Typed Name Joe A. Gonzales						Signature <i>[Signature]</i>			Month Day Year 01/12/06	
18. Transporter 2 Acknowledgement of Receipt of Materials						Signature			Date	
Printed/Typed Name						Signature			Month Day Year	
19. Discrepancy Indication Space										
20. Facility Owner or Operator: Certification of receipt of hazardous materials covered by this manifest except as noted in Item 19.										
Printed/Typed Name ANTHONY COTA						Signature <i>[Signature]</i>			Date 01/12/06	

CES Environmental Services, Inc
4904 Griggs Rd.
Houston, TX 77021
Office: (713) 676-1460
Fax: (713) 676-1676

Transportation Work Ticket

Date : 1/12/2006

South Coast Terminals (Wallisville)

Client :

Phone : 7136722401

CES Environmental Services, Inc

Shipper :

Manifest # : 3957158

Ticket : 17443

CES Environmental Services, Inc.

Consignee :

Description : Trench Sludge

Signature : 

Signature :

Leave CES Yard : 1030

Arrive At Destination : 1210

Arrive At Customer : 1030

Begin Unloading : 1210

Begin Loading : 1030

Finish Unloading : 100

Finish Loading : 1100

Leave Receiving Facility : 100

Leave Customer : 1100

Arrive At CES Yard : 220

Gross Weight : 76,600

Ending Odometer : 4799

Tare Weight : 47,000

Beginning Odometer : 4686

Net Weight : 29600

Total Miles :

Driver : Joe Gonzales

Tractor # : 287

Tote # :

Signature : 

Trailer # : 250

Box # : 607

Job Comments :

White (CES Office)

Yellow (CES Office / Billing)

Pink (CES Office / IFTA)

Golden Rod (Customer)

EPAHO093000526

CES Environmental Services, Inc
4904 Griggs Rd
Houston, TX 77021
Office: (713) 676-1460
Fax: (713) 676-1676

Transportation Work Ticket

Date : 1/12/2006

Manifest # : 3957158

South Coast Terminals (Wallisville)

Client :

Ticket : 17443

Phone : 7136722401

CES Environmental Services, Inc

Consignee :

CES Environmental Services, Inc

Shipper :

Description : Trench Sludge

Signature : *[Signature]*

Signature :

Leave CES Yard : 1030

Arrive At Destination : 1210

Arrive At Customer : 1030

Begin Unloading : 1210

Begin Loading : 1030

Finish Unloading : 100

Finish Loading : 1100

Leave Receiving Facility : 100

Leave Customer : 1100

Arrive At CES Yard : 220

Gross Weight : 76,600

Ending Odometer : 4794

Tare Weight : 47,000

Beginning Odometer : 4656

Net Weight : 29600

Total Miles :

Driver : Joe Gonzales

Tractor # : 287

Tote # :

Signature : *[Signature]*

Trailer # : 250

Box # : 607

Job Comments :

White (CES Office)

Yellow (CES Office / Billing)

Pink (CES Office / IFTA)


Golden Red (Customer)

EPAHO093000527

CES Environmental Services



Container / Tank Cleaning Division
4904 Griggs Rd. • Houston, TX 77021
Phone: (713) 676-1460 • Fax: (713) 676-1676

TANK WASH WORK ORDER**No 7638**

PO # SOUTH COAST	Customer: COS	Date: 4/12/06
Tractor	Address:	Time:
Trailer / Container Number 607	Dropped By: 	Need By:

CONTAINER TYPE: ☐ TOTE BIN ☒ ROLL DOOR BOX ☐ ISO CONTAINER ☐ DRY BULK
☐ TANK TRAILER ☐ ROLL TARP BOX ☒ VACUUM BOX ☐ FRAC TANK ☐ POLY TANK ☐ VACUUM TRUCK

Compartment #	Last Contained	Heel - Hazardous	Heel - Non-Haz	Drum / Rolloff
1	Non-Haz Sulfate			
2				
3				
4				
5				

CLEANING CODES	WORK PERFORMED	TANK ENTRY PERMIT
1 Air Dry		Oxygen (19.5%-23.5%) #1 _____ #2 _____ #3 _____ #4 _____ #5 _____
2 Quick Rinse		LEL (<10%) #1 _____ #2 _____ #3 _____ #4 _____ #5 _____
3 Cold Water Rinse		CO ² (<35 ppm) #1 _____ #2 _____ #3 _____ #4 _____ #5 _____
4 Hot Water Rinse		Toxic Vapor #1 _____ #2 _____ #3 _____ #4 _____ #5 _____
5 Steam Only (Per Hour)		Signature: _____
6 Steam & Dry		Stripper Usage: _____
7 Rinse, Steam & Dry		
8 Detergent Wash, Rinse & Dry		Comments: _____
9 Caustic Wash & Dry		
10 Caustic Wash, Rinse & Dry		
11 Waste Water Surcharge		
12 Solvent Wash (Diesel # Hours)		
13 Solvent Wash (Stripper)		
14 Exterior Tractor Wash		
15 Exterior Trailer Wash (w/o Internal)		
16 Exterior Trailer Wash (with Internal)		
17 Exterior Acid Brite Wash		Authorized Additional Services: _____
18 Hand Labor (# Men / # Hours)		
19 Hydroblaster (# Hours)		
20 Solvent Wash (Green Stripper)		
21 Passivation		
Hose Cleaning		
Pump Cleaning		

CES Environmental Services, Inc., Cleaning Division, makes no guarantees with respect to the thoroughness of the tank washing procedure or the total elimination of interior residues and/or moisture. Final inspection of the equipment remains the responsibility of the customer, and they hereby release CES Environmental Services, Inc., Cleaning Division, from any responsibility for claims arising from any allegations that the equipment was improperly cleaned, resulting in damage or loss.

CES Environmental Services, Inc., Cleaning Division, is in no manner responsible for any damages or losses of equipment and/or materials left in their yard.

Cleaned By: **TC** Date: **4/11/06**Inspected By: **NMM** Date: **4/11/06**

Print Name: _____ Date: _____

Signature: _____

EPAHO093000528

CES Environmental Services Inc.
4904 Griggs Road
Houston, TX 77021
Phone: 713-676-1460
Fax: 713-676-1676

July 31, 2008

South Coast Terminal
7401 Wallisville Rd.
Houston, TX 77020

Attn: Belinda
Re: Cleaning of Storm Water & Sump Trenches

Dear Belinda:

CES Environmental Services, Inc. appreciates the opportunity to present to you our proposal for the management of the cleaning of the old process unit. Please find below our proposed scope of service and associated pricing for your consideration.

Scope of Service

- CES will prepare the waste profile documents on all waste streams managed.
- CES will collect samples as necessary for waste classification purposes.
- CES will provide for the transportation of the waste material
- CES will provide the manifest, labels, placards and associated shipping documents.
- CES will provide a field service team and equipment to pressure the various drainage systems as instructed by the customer.
- CES will manage the disposal of the sludge pulled from the storm water drains.

South Coast Terminals Inc.
July 31, 2008
Page 2 of 3

Pricing (Time and Materials)

Description	Estimated Qty.	Price	Total
Removal of Sludge & Pressure Wash Drain + Disposal			
Technician	8 hours	\$ 28.00	\$224.00
Air Mover with Operator	8 hours	\$125.00	\$1000.00
Fuel Surcharge	1 each	41.5%	\$415.00
6" Flex Hose	250 feet	\$ 2.00	\$500.00
Pressure Washer (2) and Hand Tools	2 days	\$275.00	\$550.00
Soap (Red-Concentrated)	10 gallons	\$ 15.00	\$150.00
Disposal Class I Non-Haz. Sludge	40 yards	\$85	\$3400.00
PPE	2 men	\$25/day	\$50.00
	Estimated	Total	\$6289.00

Conditions/Assumptions

- The above pricing is based on time and materials, the customer's invoice will reflect the actual quantities utilized.
- Disposal pricing subject to change pending final profile approval and receipt of waste.
- Customer to provide support to remove and replace grates.
- Pricing for non-conforming waste will be determined upon review.
- All equipment utilizing motor fuel, is subject to a fuel surcharge based on the current market price of motor fuel. As of the date of this proposal, the current fuel surcharge rate is 41.5%.

It is our sincere hope that you find our proposed scope of service and associated pricing appealing and will consider utilizing the services offered by CES Environmental Service, Inc. If you have any questions or comments or would like to begin service, please feel free to contact me at 713-240-4112.

Sincerely,

Ken Noakes
Account Manager

CES Environmental Services, Inc.

4904 Griggs Road

Houston, TX 77021

EPAHO093000530



**CES Environmental
Services, Inc.**

4904 Griggs Road
Houston, TX 77021
Tel. (713) 676-1460
Fax. (713) 676-1676

June 1, 2009

PO# 4555

**SouthCoast Terminals
Attn: Belinda Adame
7401 Wallisville Road
Houston, TX 77020**

For job beginning
6.3.09

Dear Ms. Adame,

CES Environmental Services, Inc. appreciates the opportunity to present to you our proposal for the cleaning and removal of trench sludge from various locations at your facility. Please find below our proposed scope of service and associated pricing for your consideration.

Scope of Service

- CES will provide a field service crew consisting on one supervisor and two field service technicians.
- CES will also arrange for the delivery of two vacuum boxes.
- The job will take place over two days.
- Day 1 – CES will utilize a trailer mounted jet rodder to clear the trenches under the driveways. As the jet rodder is clearing the line, the material will be pumped into a vacuum box. Day 1 will also consist of pressure washing and pumping out the long drains (one by the 600 tank farm and the other by the blue outlet box). All materials will be pumped into a vacuum box.
- Day 2 – The field service crew will pressure wash and pump out various drains throughout the property to remove any solids. This materail will be pumped into the air machine unless there is room in a vacuum box.
- Upon completion, the vacuum boxes will then be transported to CES Environmental Services where the waste will be disposed as per CES profile number 1307.
- CES will provide all proper shipping documents.

Estimated Pricing (Time and Materials)

Air Machine with Operator	20 Hours	\$125.00/hour	\$ 2,500.00*
Field Service Technician (2)	20 Hours	\$35.00/hour	\$ 1,400.00
Jet Rodder (trailer mounted)	1 day	\$400.00/day	\$ 400.00
Flex Hose	200 feet	\$ 2.00/foot	\$ 400.00
PPE (per man/day)	6 sets total	\$30.00/set/man/day	\$ 180.00
Utility Truck and tools	2 Days	\$125.00/day	\$ 250.00*
Pressure Washer	2 Days	\$100.00/day	\$ 200.00
Vacuum box Delivery and Pickup	2 deliveries	\$175.00/box	\$ 350.00

EPAHO093000531



**CES Environmental
Services, Inc.**

4904 Griggs Road
Houston, TX 77021
Tel. (713) 676-1460
Fax. (713) 676-1676

Vacuum box rental	4 days/box	\$ 50.00/day/box	\$ 400.00
Vacuum box washout	2 washouts	\$ 275.00/box	\$ 550.00
Transportation to disposal	2 trips	\$ 425.00/box	\$ 850.00*
Disposal of Water and Sludge	40 yards	\$ 85.00/yard	\$ 3,400.00
	Estimated	Total	\$ 6,940.00

Conditions/Assumptions:

1. Above estimated total is based on estimated time and materials. You will be invoiced for actual time and materials utilized.
2. Above estimated total does not include fuel surcharge, energy surcharge or compliance fee.
3. There is a four hour minimum on all field service jobs.
4. Any cancellations must be given 24 hour notice. Otherwise, a fee will be charged.
5. Transportation rate does not include any applicable fuel surcharges as per the U.S. Department of Energy National Diesel Average. Fuel surcharges are evaluated on a monthly basis. The current rate for June 2009 is 9.5%
6. Energy surcharge will be charged according to the national average utility pricing index on all disposal services. At the time of this quote, the energy surcharge is 0.00%. Rate is subject to change on a monthly basis.
7. A 1% Compliance surcharge will be charged in order to stay compliant with federal and state government requirements. This surcharge is applied against the entire invoice (including other surcharges and direct fees).

Thank you again for the opportunity and your interest in CES Environmental Services, Inc. If you have any questions or need additional assistance, feel free to contact me at (713) 748-9804.

Sincerely,
Dana R. Carter
Account Manager

Dana Carter

From: Belinda Adame [belinda@scterm.com]
Sent: Tuesday, June 02, 2009 6:50 AM
To: Dana Carter
Subject: RE: quote for trenches and drains

Dana our PO for this job will be 4555

Belinda M. Adame'
South Coast Terminals, LP
Ph: 713-671-5422
Cell: 281-705-3512

Safety Should Be Your First Priority

-----Original Message-----

From: Dana Carter [mailto:dcarter@cesenvironmental.com]
Sent: Monday, June 01, 2009 5:35 PM
To: Belinda Adame
Subject: RE: quote for trenches and drains

How does Wednesday and Thursday work for you?

Dana Carter

Account Manager
CES Environmental Services Inc.
Port Arthur Chemical and Environmental Services, LLC.
Office: 713-676-1460
Cell: 713-748-9804
Fax: 713-748-8664
visit us at www.cesenvironmental.com

From: Belinda Adame [mailto:belinda@scterm.com]
Sent: Monday, June 01, 2009 3:15 PM
To: Dana Carter
Subject: RE: quote for trenches and drains

Dana

looks good when can we do it?

Belinda M. Adame'
South Coast Terminals, LP
Ph: 713-671-5422
Cell: 281-705-3512

Safety Should Be Your First Priority

-----Original Message-----

From: Dana Carter [mailto:dcarter@cesenvironmental.com]
Sent: Monday, June 01, 2009 3:11 PM
To: Belinda Adame
Subject: quote for trenches and drains

South Coast Terminal (South Coast - Wallisville)

Tank 340 Spill Cleanup

EPAHQ093000534

Customer Special Requests/Requirements

P.O. Required:

☐ Y☐ N

Fuel Surcharge:

☐ Y☐ N

4% City of Houston Fee:

☐ Y☐ N

4-hr Minimum:

☐ Y☐ N

Job Estimate

	Item	CES Cost	Customer Charge	
3-21	Air mach w/op 9 1/2 hr		902.50	FSC
	FS Truck w/ Supervisor 10 1/2		525.00	
	F. Tech 2 men 10 1/2 hr ea		630.00	
	PPE 4 men		100.00	T
	Misc Supplies Equip - floor dry		250.00	T
	Flex hose 100 ft - 6"		200.00	T
3-22	Air machine w/op 9 3/4		926.25	FSC
	FS Truck w/ Supervisor 10 3/4		537.50	
	F. Tech 2 men 10 3/4 hr ea = 21 1/2 hrs.		645.00	-
	PPE 4 men		100.00	T
	Misc supplies, Equip - floor dry		250.00	T
	Equip: 3 pressure washer w/op		150.00	
	100 ft - 6" flex hose		200.00	T
	TRANS- CES #1640		450.00	FSC
	Disposal CES (1401374) 15yd		1125.00	
3-23	Air machine w/op 7 3/4		736.25	FSC
	FS Truck w/ Supervisor 8 3/4		437.50	
	Field Tech (2) 8 3/4 hr ea = 17 1/2		525.00	
	PPE 4		100.00	T
	Misc supplies, equip - floor dry		250.00	T
	Equip: 3 pressure washer w/op		150.00	
	100 ft 6" flex hose		200.00	T
3-27	TRANS- CES #276528		450.00	FSC
	Disposal- CES (1398025) 15yd		1125.00	
	Plu empty #640 return to CES		200.00	T FSC
	Washout #640		200.00	
	Washout #276528 + digout		340.00	
	Return to R & R		100.00	T FSC
	Rental #639 3/16 - 3/19 4 days		140.00	T
	#610 3/16 - 3/20 5 days		175.00	T
	#640 3/16 - 3/27 12 days	1423.00	420.00	T
	#276528 3/16 - 3/27 12 days	E 450.00	420.00	T
	Sales Tax		456.23	51.98
	16% fuel surchrg.		1477.20	
	Job Materials: floor dry - 730.69			
			940.00	
	pressure washer rental - plu repairs - 1328.25	3602.83	33,250.93	
	Scrapers - Kneepads - 153.89	3585.83	34,008.68	
			29,148.10	

Customer Special Requests/Requirements	

P.O. Required:	<input type="checkbox"/> Y <input type="checkbox"/> N	Fuel Surcharge:	<input type="checkbox"/> Y <input type="checkbox"/> N
4% City of Houston Fee:	<input type="checkbox"/> Y <input type="checkbox"/> N	4-hr Minimum:	<input type="checkbox"/> Y <input type="checkbox"/> N

Job Estimate		
Item	CES Cost	Customer Charge
3/16 Deliver #639		200.00 T FSC
Deliver #610		200.00 T FSC
Deliver R4R #27654B		200.00 T FSC
Air machine 105 w/op @ 8 1/2 hr (.95)		807.50
F.S. Truck w/op 8 1/2 hr @ \$50.		425.00
Field Tech 2 men 8 1/2 hr ea @ \$30		510.00
Misc supplies, equip. floor dry (1 panel)		250.00 T
6" Flex hose 150 ft		300.00 T
PPE 4 men		100.00 T
3/17 Air mach w/op 8 1/2 hr (142.50)		1211.25 FSC
FS Truck w/supervisor 9 1/2 (.95)		712.50
Field Techs 2 men 9 1/2 ea (45)		855.00
PPE 4 men		100.00 T
Misc supplies, equip, floor dry (50 bags)		250.00 T
Equip - Pressure Washer (2) w/op. (50. day)		100.00
Deliver #640 - SAT RATES		300.00 T FSC
TRANS - to CES - SAT RATES #639		675.00 FSC
DISPOSAL - CES 1401245 18 yd (75)		1350.00
3-19 Air machine w/op. 9 1/4 hr (.95)		878.75 FSC
FS Truck w/supervisor 10 hr (50)		500.00
Field Tech 3 10 hr ea (30)		900.00
PPE 5 men		125.00 T
Misc Supplies, Equip - Floor dry		250.00 T
Equip - 2 pressure washer w/op		100.00
Flex hose 150 ft 6"		300.00 T
TRANS - to CES #276528		450.00 FSC
DISPOSAL - CES (1401247) 11 yd		1200.00
Washout / Dig Out #639		1500.00
3-20 Air machine w/op 9 1/2 hr		902.50 FSC
FS Truck w/supervisor 10 1/2		525.00
F. Tech 2 10 1/2 hr ea		630.00
PPE 4 men		100.00 T
Misc Supplies, Equip - floor dry		250.00 T
Flex hose 100 ft 6"		200.00 T
TRANS - CES #610		450.00 FSC
DISPOSAL - CES (1401303) 14 yd		1050.00
Washout #610		200.00

3/17
SAT.
RATES

Box # 276528

From spill on

SAT 3-17-07

CES Environmental Services, Inc.

CONFIDENTIAL

Profit & Loss Sheet

CONFIDENTIAL

Billing/AP Information	
Name:	South Coast Term
Contact:	Daryl Poe
Address:	3401 Wallisville Rd Houston, TX 77020
Phone:	
Fax:	

Salesperson:	Matt
Assigned:	Unassigned: X

Folder I.D.#	South Coast Terminals (South Coast - Wallisville) Tank 340 Spill Clean-up
--------------	--

Job Contact:	Daryl Poe
Phone:	
Fax:	

P.O. Required:	<input checked="" type="radio"/> Y	N:	Fuel Surcharge:	<input checked="" type="radio"/> Y	N:
City of Houston:	<input checked="" type="radio"/> Y	N:	4-hour Minimum:	<input checked="" type="radio"/> Y	N:

Base Oils Black Oils Light Ends Glycols Emulsion Oils (>70% oil) Emulsion Oils (50%-70% oil)

Job Estimate				
Item	Vendor	Profile #	CES Cost	Customer Charge
VAC Box delivery	CES		Ø	\$200/each
VAC Box rental	Rent 4 Rent		~\$30/day	\$35/day
Air machine w/ operator	CES		Ø	\$95/hour
Utility truck w/ supervisor	CES		Ø	\$50/hour
Helper	CES		Ø	\$30/hour
Rescue unbr.	CES		Ø	\$50/day/each
PPE	CES		Ø	\$25/day/each
Floor dry, mixer equip	CES		Ø	\$150/day
Flex hose	CES		Ø	\$2/ft
Transportation (Roll-off)	CES		Ø	\$450/load
Disposal - class I sludge	CES		Ø	\$75/yd
without vac Box	CES		Ø	\$200/box
Box Return to rental facility	CES		Ø	\$100/box

Customer Special Request/Requirement

CONFIDENTIAL

EPAHO093000538



4904 Griggs Road
Houston, TX 77021
Phone: (713) 676-1460
Fax: (713) 676-1676

Invoice

Date	Invoice #
3/30/2007	33590

Bill To: South Coast Terminals
Attn: Accts Payable
7401 Wallisville Rd.
Houston, TX 77020

P.O. No.	Terms	Project
W10303	Net 30	

Quantity	Description	Manifest #	Rate	Amount
	Clean up of spill from Tank 340 3/16 - 3/27/07			
	3/16/07:			
1	Vacuum box #639 delivery		200.00	200.00T
1	Vacuum box #610 delivery		200.00	200.00T
1	Vacuum box #276548 delivery		200.00	200.00T
8.5	Air machine w/operator @ \$95.00 per hr.		95.00	807.50
8.5	Field service truck w/supervisor @ \$50.00 per hr.		50.00	425.00
17	2 Field Technicians @ 8.5 hrs ea @ \$30.00 per hr.		30.00	510.00
4	PPE for 4 men @ \$25.00 per man / per day		25.00	100.00T
1	Misc supplies, equipment and quick dry absorbents		250.00	250.00T
150	6" flex hose @ \$2.00 per ft.		2.00	300.00T
	Saturday 3/17/07:			
8.5	Air machine w/operator @ \$142.50 per hr. (Saturday rates)		142.50	1,211.25
9.5	Field service truck w/supervisor @ \$75.00 per hr (Saturday rates)		75.00	712.50
19	2 Field Technicians @ 9.5 hrs ea @ \$45.00 per hr. (Saturday rates)		45.00	855.00
4	PPE for 4 men @ \$25.00 per man / per day.		25.00	100.00T
1	Misc supplies, equipment, quick dry absorbents		250.00	250.00T
2	Pressure washer w/operators @ \$50.00 per day ea.		50.00	100.00
1	Vacuum box #640 delivery (Saturday rates)		300.00	300.00T

We appreciate your business!

Subtotal

Late Payment Policy: Any unpaid balances beginning on the 30th day after the account is due will accrue a per annum interest rate of 6%, unless otherwise stated in a formalized contract.

Sales Tax (8.25%)

Total



4904 Griggs Road
Houston, TX 77021
Phone: (713) 676-1460
Fax: (713) 676-1676

Invoice

Date	Invoice #
3/30/2007	33590

Bill To: South Coast Terminals
Attn: Accts Payable
7401 Wallisville Rd.
Houston, TX 77020

P.O. No.	Terms	Project
	Net 30	

Quantity	Description	Manifest #	Rate	Amount
18	Transportation services by CES, box #639 (Saturday rates) Disposal of non-haz waste sludge @ \$75.00 per yd.	1401245JJK	675.00 75.00	675.00 1,350.00
	3/19/07:			
9.25	Air machine w/operator @ \$95.00 per hr.		95.00	878.75
10	Field service truck w/supervisor @ \$50.00 per hr.		50.00	500.00
30	3 Field Technicians @ 10 hrs ea @ \$30.00 per hr.		30.00	900.00
5	PPE for 5 men @ \$25.00 per man / per day.		25.00	125.00T
1	Misc supplies, equipment and quick dry absorbent.		250.00	250.00T
2	Pressure washers w/operators @ \$50.00 per day		50.00	100.00
150	6" flex hose @ \$2.00 per ft.		2.00	300.00T
1	Transportation services by CES, box #276528 (return box to Southcoast)		450.00	450.00
16	Disposal of non-haz waste sludge @ \$75.00 per yd	1401247JJK	75.00	1,200.00
1	Transfer waste / digout / washout of vacuum box #639		1,500.00	1,500.00
	3/20/07:			
9.5	Air machine w/operator @ \$95.00 per hr.		95.00	902.50
10.5	Field service truck w/supervisor @ \$50.00 per hr.		50.00	525.00
21	2 Field Technicians @ 10.5 hrs ea @ \$30.00 per hr.		30.00	630.00
4	PPE for 4 men @ \$25.00 per man / per day		25.00	100.00T

We appreciate your business!

Subtotal

Late Payment Policy: Any unpaid balances beginning on the 30th day after the account is due will accrue a per annum interest rate of 6%, unless otherwise stated in a formalized contract.

Sales Tax (8.25%)

Total



4904 Griggs Road
Houston, TX 77021
Phone: (713) 676-1460
Fax: (713) 676-1676

Invoice

Date	Invoice #
3/30/2007	33590

Bill To: South Coast Terminals
Attn: Accts Payable
7401 Wallisville Rd.
Houston, TX 77020

P.O. No.	Terms	Project
	Net 30	

Quantity	Description	Manifest #	Rate	Amount	
1	Misc supplies, equipment, quick dry absorbents	1401303JJK	250.00	250.00T	
100	6" flex hose @ \$2.00 per ft.		2.00	200.00T	
1	Transpiration services by CES, box #610		450.00	450.00	
14	Disposal of non-haz sludge @ \$75.00 per yd.		75.00	1,050.00	
1	Washout vacuum box #610		200.00	200.00	
3/21/07:					
9.5	Air machine w/operator @ \$95.00 per hr.		95.00	902.50	
10.5	Field Service truck w/supervisor @ \$50.00 per hr.		50.00	525.00	
21	2 Field Technicians @ 10.5 hrs ea @ \$30.00 per hr.		30.00	630.00	
4	PPE for 4 men @ \$25.00 per day / per man.		25.00	100.00T	
1	Misc supplies, equipment, quick dry absorbents	250.00	250.00T		
100	6" flex hose @ \$2.00 per ft.	2.00	200.00T		
3/22/07:					
9.75	Air machine w/operator @ \$95.00 per hr	95.00	926.25		
10.75	Field Service truck w/supervisor @ \$50.00 per hr.	50.00	537.50		
21.5	2 Field Technicians @ 10.75 hrs ea @ \$30.00 per hr.	30.00	645.00		
4	PPE for 4 men @ \$25.00 per day / per man.	25.00	100.00T		
1	Misc supplies, equipment, quick dry absorbents	250.00	250.00T		
3	Pressure washers w/operators @ \$50.00 per day	50.00	150.00		

We appreciate your business!

Subtotal

Late Payment Policy: Any unpaid balances beginning on the 30th day after the account is due will accrue a per annum interest rate of 6%, unless otherwise stated in a formalized contract.

Sales Tax (8.25%)

Total



**CES Environmental
Services, Inc.**

4904 Griggs Road
Houston, TX 77021
Phone: (713) 676-1460
Fax: (713) 676-1676

Invoice

Date	Invoice #
3/30/2007	33590

Bill To: South Coast Terminals
Attn: Accts Payable
7401 Wallisville Rd.
Houston, TX 77020

P.O. No.	Terms	Project
	Net 30	

Quantity	Description	Manifest #	Rate	Amount
100	6" flex hose @ \$2.00 per ft.		2.00	200.00T
1	Transportation services by CES, box #640 (return box to Southcoast)		450.00	450.00
15	Disposal of non-haz sludge @ \$75.00 per yd.	1401374JJK	75.00	1,125.00
	3/23/07:			
7.75	Air machine w/operator @ \$95.00 per hr.		95.00	736.25
8.75	Field service truck w/supervisor @ \$50.00 per hr.		50.00	437.50
17.5	2 Field Technicians @ 8.75 hr ea @ \$30.00 per hr.		30.00	525.00
4	PPE for 4 men @ \$25.00 per day / per man.		25.00	100.00T
1	Misc supplies, equipment, quick dry absorbents		250.00	250.00T
3	Pressure washers w/operators @ \$50.00 per day		50.00	150.00
100	6" flex hose @ \$2.00 per ft.		2.00	200.00T
	3/27/07:			
1	Transportation services by CES , box #276528		450.00	450.00
15	Disposal of non-haz waste sludge @ \$75.00 per yd.		75.00	1,125.00
1	Pickup vac box #640 - return to CES		200.00	200.00T
1	Washout vacuum box #640		200.00	200.00
1	Dig out / washout vacuum box #276528		340.00	340.00
1	Return vacuum box #276528 to Rain for Rent.		100.00	100.00T

We appreciate your business!

Subtotal

Late Payment Policy: Any unpaid balances begining on the 30th day after the account is due will accrue a per annum interest rate of 6%, unless otherwise stated in a formalized contract.

Sales Tax (8.25%)

Total



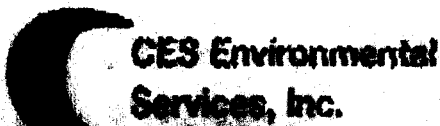
4904 Griggs Road
Houston, TX 77021
Phone: (713) 676-1460
Fax: (713) 676-1676

Invoice

Date	Invoice #
3/30/2007	33590

Bill To: South Coast Terminals
Attn: Accts Payable
7401 Wallisville Rd.
Houston, TX 77020

		P.O. No.	Terms	Project	
			Net 30		
Quantity	Description	Manifest #	Rate	Amount	
4	Rental of vac box #639 3/16 - 3/19/07		35.00	140.00T	
5	Rental of vac box #610 3/16 - 3/20/07		35.00	175.00T	
12	Rental of vac box #640 3/16 - 3/27/07		35.00	420.00T	
12	Rental of vac box #276528 3/16 - 3/27/07		35.00	420.00T	
	16% Fuel Surcharge		1,477.20	1,477.20	
We appreciate your business!		Subtotal		\$33,494.70	
Late Payment Policy: Any unpaid balances beginning on the 30th day after the account is due will accrue a per annum interest rate of 6%, unless otherwise stated in a formalized contract.		Sales Tax (8.25%)		\$513.98	
		Total		\$34,008.68	



4904 Griggs Road
Houston, TX 77021
Tel. (713) 676-1460
Fax. (713) 676-1676

Transportation Work Ticket

Folder ID : South Coast Terminals (Wallisville)
Tank 340 Spill Cleanup

Date : 3/16/2007 Manifest # :
South Coast Terminals (Wallisville)
Client : Ticket : 37931
Phone : 7136722401 Consignee :
CES Environmental Services, Inc.
Transporter :

Signature Amber Jette Signature

Leave CES Yard : <u>930 AM</u>	Arrive At Destination : <u>—</u>
Arrive At Customer : <u>1000 AM</u>	Begin Unloading : <u>1000 AM</u>
Begin Loading : <u>|</u>	Finish Unloading : <u>1020 AM</u>
Finish Loading : <u>|</u>	Leave Destination : <u>1020 AM</u>
Leave Customer : <u>|</u>	Arrive At CES Yard : <u>1058 AM</u>

Customer PO #:	Total Hours:	CES Unload: <input type="checkbox"/>
----------------	--------------	--------------------------------------

Gross Weight : <u>N/A</u>	Ending Odometer : <u>135855</u>
Tare Weight : <u>N/A</u>	Beginning Odometer : <u>28</u>
Net Weight : <u>N/A</u>	Total Miles : <u>28</u>

Driver : Saylor Chris Tractor # : 108 Tote # : 639
Signature : [Signature] Trailer # : N/A Box # : 639

Job Comments/Equipment :



4904 Griggs Road
Houston, TX 77021
Tel. (713) 676-1460
Fax. (713) 676-1676

Transportation Work Ticket

Folder ID : South Coast Terminals (Wallisville)

Tank 340 Spill Cleanup

Date : 3/16/2007

Manifest # : _____

South Coast Terminals (Wallisville)

Client : _____

Ticket : 37931

Phone : 7136722401

Consignee : _____

CES Environmental Services, Inc.

Transporter : _____

Signature Nickel Joke

Signature _____

Leave CES Yard : 930 AM

Arrive At Destination : _____

Arrive At Customer : 1000 AM

Begin Unloading : 1000 AM

Begin Loading : _____

Finish Unloading : 1020 AM

Finish Loading : _____

Leave Destination : 1020 AM

Leave Customer : _____

Arrive At CES Yard : 1058 AM

Customer PO # : _____

Total Hours : _____

CES Unload: ☐

Gross Weight : _____

Ending Odometer : _____

Tare Weight : N/A

Beginning Odometer : 135855

Net Weight : _____

Total Miles : 28

Driver : Saylor, Chris

Tractor # : 108

Tote # : _____

Signature : [Signature]

Trailer # : N/A

Box # : 639

Job Comments/Equipment : _____

White (CES Office)

Yellow (CES Office / Billing)

Pink (CES Office / IFTA)

Golden Rod (Customer)

EPAHO093000545



**CES Environmental
Services, Inc.**

JOB INFORMATION PROFILE

Folder ID : South Coast Terminals (Wallisville)

Customer : South Coast Terminals (Wallisville)

Driver : Saylor, Chris

Address : 7401 Wallisville Rd.

Helper :

City, State, Zip : Houston TX, 77020

Date : 3/16/2007

Time :

CES Contact : Matt Bowman (713) 826 - 1329

Truck # 108

Trailer #

Job Description :

Deliver CES vac box and drop where directed

639

WRITE DOWN THE BOX NUMBER YOU DELIVERED

ID #: 37931

CUSTOMER INFORMATION

OPERATION HOURS:

Open :	
Close:	

SHIPPING/RECEIVING CONTACT:

Name:	
Number:	

AFTER HOURS CONTACT:

Name:	
Number:	

RECEIVING INFORMATION

OPERATION HOURS:

Open :	
Close:	

SHIPPING/RECEIVING CONTACT:

Name:	
Number:	

AFTER HOURS CONTACT:

Name:	
Number:	

PURCHASE ORDER NUMBER REQUIRED:

☐ YES ☐ NO

IF YES, P.O. #:

PPE REQUIRED:

☐ YES ☐ NO

IF YES, WHAT?

CAN CUSTOMER LOAD US:

☐ YES ☐ NO

ROPPER PUMP:

☐ YES ☐ NO

**LOADING/UNLOADING
TRAILER TYPE:**

☐ REAR ☐ BELLY
☐ DOES NOT MATTER

HACSC REQUIRED:

☐ YES ☐ NO

IF YES, WHAT?

WASHOUT ANTICIPATED:

☐ YES ☐ NO

BOX LINER REQUIRED

☐ YES ☐ NO

BOX NUMBER:

CES OWNS BOX:

☐ YES ☐ NO

CUSTOMER OWNS BOX:

☐ YES ☐ NO

CES RENTED BOX:

☐ YES ☐ NO

CUSTOMER RENTED BOX:

☐ YES ☐ NO

AMOUNT OF HOSE NEEDED:

SIZE:

DRUM DOLLY NEEDED:

☐ YES ☐ NO

PALLET JACK NEEDED:

☐ YES ☐ NO

EPAHO093000546

LOADING FROM (L.e. Tank):

SIZE OF FITTING:

TYPE OF FITTING:

CAN CUSTOMER LOAD WITH FORKLIFT: ☐ YES ☐ NO

Note: Pallets are only good if they drive the forklift into the trailer. Otherwise, it is a huge and painful experience for the driver. If pallets are used, then the drums must be shrink wrapped.

FIELD SERVICE WORK

HELPER REQUIRED:

☐ YES

☐ NO

IF YES, HOW MANY?

0

EQUIPMENT NEEDED:

Friday, March 16, 2007

Page 2 of 2

EPAHO093000547



**CES Environmental
Services, Inc.**

4904 Griggs Road
Houston, TX 77021
Tel. (713) 676-1460
Fax. (713) 676-1676

Transportation Work Ticket

Folder ID : South Coast Terminals (South Coast-Wallisville)
Tank 340 Spill Cleanup

Date : 3/16 Manifest # : _____

South Coast Terminals (Wallisville)

Client : _____ Ticket : 37967

Phone : 7136722401 Consignee : _____

CES Environmental Services, Inc.

Transporter : _____

Signature Andres Soto Signature _____

Leave CES Yard : <u>1:30</u>	Arrive At Destination <u>2:05 1:50</u>
Arrive At Customer : <u>1:50</u>	Begin Unloading : _____
Begin Loading : _____	Finish Unloading : _____
Finish Loading : _____	Leave Destination : <u>2:50 2:05</u>
Leave Customer : <u>2:05</u>	Arrive At CES Yard : _____

Customer PO # : _____

Total Hours : _____

CES Unload: ☐

Gross Weight : _____
Tare Weight : _____
Net Weight : _____

Ending Odometer : _____
Beginning Odometer : 1236853
Total Miles : _____

Driver : Gonzales, Joe P.S.

Tractor # : 289 283

Tote # : _____

Signature : Pete Gomez

Trailer # : 250

Box # : 610

Job Comments/Equipment : TAKE BOX 610 To Site & Drop

White (CES Office)

Yellow (CES Office / Billing)

Pink (CES Office / IFTA)

Golden Rod (Customer)

EPAHO093000548



**CES Environmental
Services, Inc.**

4904 Griggs Road
Houston, TX 77021
Tel. (713) 676-1460
Fax. (713) 676-1676

Transportation Work Ticket

Folder ID : South Coast Terminals (South Coast-Wallisville)
Tank 340 Spill Cleanup

Date : 3/16
South Coast Terminals (Wallisville)

Manifest # : _____

Client : _____

Ticket : 37967

Phone : 7136722401

Consignee : _____

CES Environmental Services, Inc.

Transporter : _____

Signature Indres Gato

Signature _____

Leave CES Yard : 1:30

Arrive At Destination ~~2:05~~ 1:50

Arrive At Customer : ~~1:50~~

Begin Unloading : _____

Begin Loading : _____

Finish Unloading : _____

Finish Loading : _____

Leave Destination : ~~2:00~~ 2:05

Leave Customer : ~~2:05~~

Arrive At CES Yard : _____

Customer PO # : _____

Total Hours : _____

CES Unload: ☐

Gross Weight : _____

Ending Odometer : _____

Tare Weight : _____

Beginning Odometer : 1236853

Net Weight : _____

Total Miles : _____

Driver : Gonzales, Joe P.S.

Tractor # : ~~100~~ 283

Tote # : _____

Signature : [Signature]

Trailer # : 250

Box # : 610

Job Comments/Equipment : TAKE BOX 610 TO SITE & DROP

White (CES Office)

Yellow (CES Office / Billing)

Pink (CES Office / IFTA)

Golden Rod (Customer)

EPAHO093000549



**CES Environmental
Services, Inc.**

JOB INFORMATION PROFILE

Folder ID : **South Coast Terminals (South Coast-Wallisville)
Tank 340 Spill Cleanup**

Customer : South Coast Terminals (Wallisville)

Driver : Peter

Address : 7401 Wallisville Rd.

Helper :

City, State, Zip : Houston TX, 77020

Date :

Time :

CES Contact : Matt Bowman (713) 826 - 1329

Truck # 283 Trailer #

Job Description : 1ST: Deliver CES Sox # 610

2nd Go to Rain 4 Rent and pickup 4 vac boxes and deliver to South Coast

WRITE DOWN THE BOX NUMBERS YOU DELIVERED

ID #: 37967

CUSTOMER INFORMATION

OPERATION HOURS:

SHIPPING/RECEIVING CONTACT:

AFTER HOURS CONTACT:

Open :	
Close:	

Name:	
Number:	

Name:	
Number:	

RECEIVING INFORMATION

OPERATION HOURS:

SHIPPING/RECEIVING CONTACT:

AFTER HOURS CONTACT:

Open :	
Close:	

Name:	
Number:	

Name:	
Number:	

PURCHASE ORDER NUMBER REQUIRED: ☐ YES ☐ NO

IF YES, P.O. #:

PPE REQUIRED: ☐ YES ☐ NO

IF YES, WHAT?

HACSC REQUIRED: ☐ YES ☐ NO

IF YES, WHAT?

CAN CUSTOMER LOAD US: ☐ YES ☐ NO

WASHOUT ANTICIPATED: ☐ YES ☐ NO

ROPPER PUMP: ☐ YES ☐ NO

BOX LINER REQUIRED ☐ YES ☐ NO

**LOADING/UNLOADING
TRAILER TYPE:** ☐ REAR ☐ BELLY
☐ DOES NOT MATTER

BOX NUMBER:

CES OWNS BOX: ☐ YES ☐ NO

CUSTOMER OWNS BOX: ☐ YES ☐ NO

CES RENTED BOX: ☐ YES ☐ NO

CUSTOMER RENTED BOX: ☐ YES ☐ NO

AMOUNT OF HOSE NEEDED:

DRUM DOLLY NEEDED: ☐ YES ☐ NO

SIZE:

PALLET JACK NEEDED: ☐ YES ☐ NO

LOADING FROM (L.e. Tank):

SIZE OF FITTING:

TYPE OF FITTING:

CAN CUSTOMER LOAD WITH FORKLIFT: ☐ YES ☐ NO

Note: Pallets are only good if they drive the forklift into the trailer. Otherwise, it is a huge and painful experience for the driver. If pallets are used, then the drums must be shrink wrapped.

FIELD SERVICE WORK

HELPER REQUIRED:

☐ YES

☐ NO

IF YES, HOW MANY?

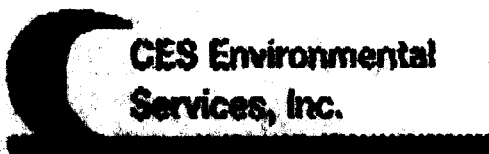
0

EQUIPMENT NEEDED:

Friday, March 16, 2007

Page 2 of 2

EPAHO093000551



4904 Griggs Road
Houston, TX 77021
Tel. (713) 676-1460
Fax. (713) 676-1676

Transportation Work Ticket

Folder ID : South Coast Terminals (South Coast-Wallisville)
Tank 340 Spill Cleanup

Date : 3/16/2007 Manifest # : _____

South Coast Terminals (Wallisville)

Client : _____ Ticket : 37968

Phone : 7136722401 Consignee : _____

CES Environmental Services, Inc.

Transporter : _____

Signature Andres Soto

Signature _____

Leave CES Yard : _____	Arrive At Destination <u>3:13</u>
Arrive At Customer : <u>2:30</u>	Begin Unloading : _____
Begin Loading : _____	Finish Unloading : _____
Finish Loading : _____	Leave Destination : <u>3:50</u>
Leave Customer : <u>2:50</u>	Arrive At CES Yard : <u>4:15</u>

Customer PO #: _____

Total Hours: _____

CES Unload: ☐

Gross Weight : _____	Ending Odometer : <u>1237520</u>
Tare Weight : _____	Beginning Odometer : _____
Net Weight : _____	Total Miles : _____

Driver : P.S. Tractor # : 283 Tote # : _____

Signature : Peter Semendy Trailer # : 250 Box # : _____

Job Comments/Equipment : P/U 276528 Box on site

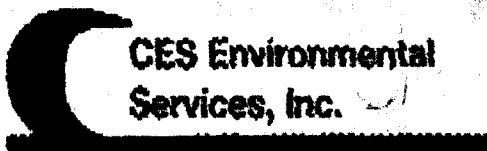
White (CES Office)

Yellow (CES Office / Billing)

Pink (CES Office / IFTA)

Golden Rod (Customer)

EPAHO093000552



**CES Environmental
Services, Inc.**

4904 Griggs Road
Houston, TX 77021
Tel. (713) 676-1460
Fax. (713) 676-1676

Transportation Work Ticket

Folder ID : South Coast Terminals (South Coast-Wallisville)
Tank 340 Spill Cleanup

Date : 3/16/2007 **Manifest # :** _____

South Coast Terminals (Wallisville)

Client : _____ **Ticket :** 37968

Phone : 7136722401 **Consignee :** _____

CES Environmental Services, Inc.

Transporter : _____

Signature Andres Seta

Signature _____

Leave CES Yard : _____

Arrive At Destination 3:13

Arrive At Customer : 2:30

Begin Unloading : _____

Begin Loading : _____

Finish Unloading : _____

Finish Loading : _____

Leave Destination : 3:50

Leave Customer : 2:50

Arrive At CES Yard : 4:15

Customer PO #: _____

Total Hours: _____

CES Unload: ☐

Gross Weight : _____

Ending Odometer : 1237520

Tare Weight : _____

Beginning Odometer : _____

Net Weight : _____

Total Miles : _____

Driver : PS

Tractor # : 83

Tote # : _____

Signature : [Signature]

Trailer # : 250

Box # : _____

Job Comments/Equipment : PU 276528 Box on site

White (CES Office)

Yellow (CES Office / Billing)

Pink (CES Office / IFTA)

Golden Rod (Customer)

EPAHO093000553



RAIN FOR RENT

HOUSTON
PO BOX 562
DEER PARK, TX 77536-9998
281-479-4500

DELIVERY TICKET

BILL TO: CES ENVIRONMENTAL SERVICES, INC
4904 GRIGGS RD
HOUSTON TX 770213208

DELIVERY# : 017003406-001
DATE 03/16/2007 04:00:00
ID: RYAN

SHIP TO: CES ENVIRONMENTAL SERVICES, INC
SOUTH COAST
7401 WALLISVILLE ROAD
HOUSTON TX 77020

DIVISION: 017
PO#: SOUTH COAST
CUST # 171290
TEL: 713-676-1460
PAGE: 1 IV1

PRODUCT & DESCRIPTION

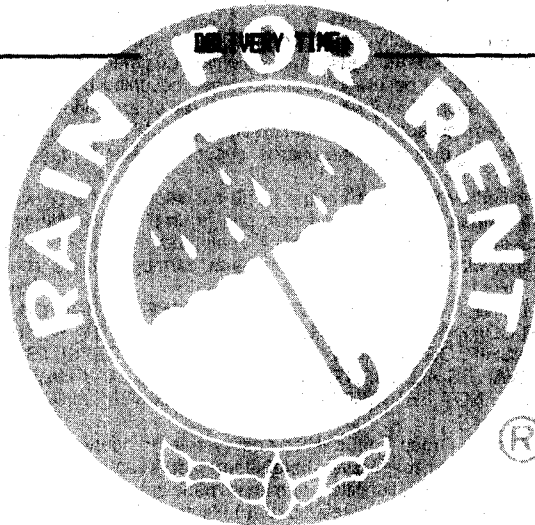
QTY

QTY DELIVERED

276548 25 YD VAC BOX

SER#: 276548

CUSTOMER'S SIGNATURE: _____



CUSTOMER, (RENTÉE or BUYER as context requires), shall be deemed to accept all terms, conditions and provisions hereof upon execution of this agreement; ordering; or delivery of equipment to customer, whichever comes first.

SIGNATURE

TITLE

DATE

THIS IS AN AGREEMENT, READ BOTH SIDES BEFORE SIGNING.

CUSTOMER / ORIGINAL

EPAHO093000554

RENTAL RETURN NUMBER

CES Enviro



South Coast
7401 Wallisville

Delivery

RENTAL CONTRACT NUMBER

017003406

[illegible]

"This sale/rental is subject to the terms and conditions stated above and on the reverse side, and customer acknowledges that he has read the terms and conditions on both sides of this form and agrees to be bound thereby."

DRIVERS SIGNATURE

DATE _____

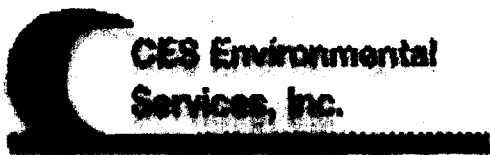
FORM NO. Con-B (REV. 2/06)

CUSTOMER COPY

RECEIVED BY

DATE _____

EPAHQ093000555



**CES Environmental
Services, Inc.**

4904 Griggs Road
Houston, TX 77021
Tel. (713) 676-1480
Fax. (713) 676-1878

Transportation Work Ticket

Folder ID : South Coast Terminals (South Coast-Wallisville)
Tank 340 Spill Cleanup

Date : 3/16/2007 **Manifest # :** _____
South Coast Terminals (Wallisville)

Client : _____ **Ticket :** 37949

Phone : 7136722401 **Consignee :** _____
CES Environmental Services, Inc.

Transporter : _____

Signature _____

Signature _____

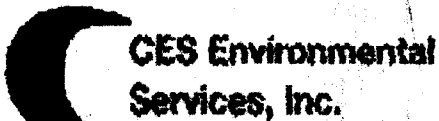
Leave CES Yard : 2:35	Arrive At Destination _____
Arrive At Customer : 3:00	Begin Unloading : _____
Begin Loading : 3:10	Finish Unloading : _____
Finish Loading : 3:20	Leave Destination : _____
Leave Customer : 3:30	Arrive At CES Yard : 4:00

Customer PO #: _____	Total Hours: _____	CES Unload: <input type="checkbox"/>
-----------------------------	---------------------------	---

Gross Weight : _____	Ending Odometer : 19430
Tare Weight : _____	Beginning Odometer : 19385
Net Weight : _____	Total Miles : 45

Driver : ~~Steven Chris~~ R. Henry **Tractor # :** 100-297 **Tote # :** _____
Signature : [Signature] **Trailer # :** 218 **Box # :** 276128

Job Comments/Equipment : Whole ~~one~~ 20 pails to deliver box to
customer. I was told to return box to Ross & Rich.



4904 Griggs Road
Houston, TX 77021
Tel. (713) 676-1460
Fax. (713) 676-1676

Transportation Work Ticket

Folder ID : South Coast Terminals (South Coast-Wallisville)
Tank 340 Spill Cleanup

Date : 3/16/2007 Manifest # : 297 218
Client : South Coast Terminals (Wallisville) Ticket : 37949
Phone : 7136722401 Consignee : South Coast Terminals
Transporter : CES Environmental Services, Inc.
Signature _____ Signature _____

Leave CES Yard : <u>2:35</u>	Arrive At Destination _____
Arrive At Customer : <u>2:00</u>	Begin Unloading : _____
Begin Loading : <u>3:10</u>	Finish Unloading : _____
Finish Loading : <u>3:20</u>	Leave Destination : _____
Leave Customer : <u>3:30</u>	Arrive At CES Yard : <u>4:00</u>

Customer PO # : _____	Total Hours : _____	CES Unload : <input type="checkbox"/>
-----------------------	---------------------	---------------------------------------

Gross Weight : _____	Ending Odometer : <u>19430</u>
Tare Weight : _____	Beginning Odometer : <u>19385</u>
Net Weight : _____	Total Miles : <u>45</u>

Driver : Savlon, Chris Tractor # : 108 297 Tote # : _____
Signature : [Signature] Trailer # : 218 Box # : 276128

Job Comments/Equipment : While enroute to deliver box to customer I was told to return box to RAIN 4888

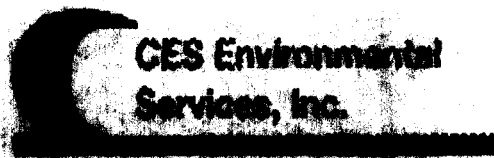
White (CES Office)

Yellow (CES Office / Billing)

Pink (CES Office / IFTA)

Golden Rod (Customer)

EPAHO093000557



**CES Environmental
Services, Inc.**

4904 Griggs Road
Houston, TX 77021
Tel. (713) 676-1460
Fax. (713) 676-1676

Transportation Work Ticket

Folder ID : South Coast Terminals (Wallisville)

Tank 340 Spill Cleanup

Date : 3/16/2007

Manifest # : _____

South Coast Terminals (Wallisville)

Client : _____

Ticket : 37934

Phone : 7136722401

Consignee : _____

CES Environmental Services, Inc.

Transporter : _____

Signature

[Signature]

Signature

Leave CES Yard : 9:20 AM

Arrive At Destination _____

Arrive At Customer : 9:45 AM

Begin Unloading : _____

Begin Loading : 10:00 AM

Finish Unloading : _____

Finish Loading : 4:45 PM

Leave Destination : _____

Leave Customer : 5:20 PM

Arrive At CES Yard : 5:45 PM

Customer PO # : _____

Total Hours:

8.5

CES Unload: ☐

Gross Weight : _____

Ending Odometer : 2118293

Tare Weight : _____

Beginning Odometer : 2118156

Net Weight : _____

Total Miles : 14

Driver : Sato, Andre

Tractor # : 105

Tote # : _____

Signature : Andre Sato

Trailer # : _____

Box # : 639

Job Comments/Equipment : 150. FT 6" hose - 1 Polytex Floor Driv

manning Jose Ramirez G-Padron A. Sato

I left the Truck in the Job

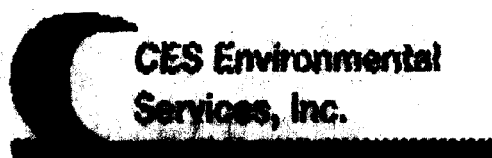
White (CES Office)

Yellow (CES Office / Billing)

Pink (CES Office / IFTA)

Golden Rod (Customer)

EPAHO093000558



**CES Environmental
Services, Inc.**

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Houston, TX 77021
Tel: (713) 676-1460
Fax: (713) 676-1676

Transportation Work Ticket

Folder ID : South Coast Terminals (Wallisville)

Task 340 Spill Cleanup

Date : 3/16/2007

Manifest # : _____

South Coast Terminals (Wallisville)

Client : _____

Ticket : 37935

Phone : 7136722401

Consignee : _____

CES Environmental Services, Inc.

Transporter : _____

Signature _____

Signature _____

Leave CES Yard : 9:20
Arrive At Customer : 9:50
Begin Loading : 10:00
Finish Loading : 4:45
Leave Customer : 5:20

Arrive At Destination : _____
Begin Unloading : _____
Finish Unloading : _____
Leave Destination : _____
Arrive At CES Yard : 5:45

Customer PO # : _____

Total Hours : _____

8.5

CES Unload: ☐

Gross Weight : _____
Tare Weight : _____
Net Weight : _____

Ending Odometer : 55232
Beginning Odometer : 55204
Total Miles : 28

Driver : Jose Pantoja

Tractor # : P3

Tote # : _____

Signature : _____

Trailer # : _____

Box # : _____

Job Comments/Equipment : Helped Manny, Crecencho

White (CES Office)

Yellow (CES Office / Billing)

Pink (CES Office / IFTA)

Golden Rod (Customer)

EPAHO093000559



**CES Environmental
Services, Inc.**

4904 Griggs Road
Houston, TX 77021
Tel. (713) 676-1480
Fax. (713) 676-1876

Transportation Work Ticket

Folder ID : South Coast Terminals (Wallisville)

Tank 340 Spill Cleanup

Date : 3/16/2007

Manifest # : _____

South Coast Terminals (Wallisville)

Client : _____

Ticket : 37935

Phone : 7136722401

Consignee : _____

CES Environmental Services, Inc.

Transporter : _____

Signature _____

Signature _____

Leave CES Yard : 7:20

Arrive At Destination _____

Arrive At Customer : 7:50

Begin Unloading : _____

Begin Loading : _____

Finish Unloading : _____

Finish Loading : _____

Leave Destination : _____

Leave Customer : 5:20

Arrive At CES Yard : 5:45

Customer PO # : _____

Total Hours : _____

8.5

CES Unload: ☐

Gross Weight : _____

Ending Odometer : 5222

Tare Weight : _____

Beginning Odometer : 55204

Net Weight : _____

Total Miles : 21

Driver : Jose R. Garcia

Tractor # : 123

Tote # : _____

Signature : _____

Trailer # : _____

Box # : _____

Job Comments/Equipment : Helping Mennig, Crecencia

White (CES Office)

Yellow (CES Office / Billing)

Pink (CES Office / IFTA)

Golden Rod (Customer)

EPAHO093000560



**CES Environmental
Services, Inc.**

JOB INFORMATION PROFILE

Folder ID : South Coast Terminals (Wallisville)

Customer : South Coast Terminals (Wallisville)

Address : 7401 Wallisville Rd.

City,State,Zip : Houston TX , 77020

CES Contact : Matt Bowman (713) 826 - 1329

Driver : Manning, Ramirez,
Helper : Crescencio

Date : 3/16/2007

Time :

Truck # 103

Trailer #

Job Description :

Assist with the clean up of the spill and put material into the CES vac box

ID #: 37935

CUSTOMER INFORMATION

OPERATION HOURS:

Open :	
Close:	

SHIPPING/RECEIVING CONTACT:

Name:	
Number:	

AFTER HOURS CONTACT:

Name:	
Number:	

RECEIVING INFORMATION

OPERATION HOURS:

Open :	
Close:	

SHIPPING/RECEIVING CONTACT:

Name:	
Number:	

AFTER HOURS CONTACT:

Name:	
Number:	

PURCHASE ORDER NUMBER REQUIRED:

☐ YES ☐ NO

IF YES, P.O. #:

PPE REQUIRED:

☐ YES ☐ NO

IF YES, WHAT?

CAN CUSTOMER LOAD US:

☐ YES ☐ NO

ROPPER PUMP:

☐ YES ☐ NO

LOADING/UNLOADING TRAILER TYPE:

☐ REAR ☐ BELLY
☐ DOES NOT MATTER

HACSC REQUIRED:

☐ YES ☐ NO

IF YES, WHAT?

WASHOUT ANTICIPATED:

☐ YES ☐ NO

BOX LINER REQUIRED

☐ YES ☐ NO

BOX NUMBER:

CES OWNS BOX:

☐ YES ☐ NO

CUSTOMER OWNS BOX:

☐ YES ☐ NO

CES RENTED BOX:

☐ YES ☐ NO

CUSTOMER RENTED BOX:

☐ YES ☐ NO

AMOUNT OF HOSE NEEDED:

SIZE:

DRUM DOLLY NEEDED:

☐ YES ☐ NO

PALLET JACK NEEDED:

☐ YES ☐ NO

EPAHO093000561

LOADING FROM (i.e. Tank):

SIZE OF FITTING:

TYPE OF FITTING:

CAN CUSTOMER LOAD WITH FORKLIFT: ☐ YES ☐ NO

Note: Pellets are only good if they drive the forklift into the trailer. Otherwise, it is a huge and painful experience for the driver. If pellets are used, then the drums must be shrink wrapped.

FIELD SERVICE WORK

HELPER REQUIRED: ☐ YES ☐ NO

IF YES, HOW MANY?

EQUIPMENT NEEDED:

Friday, March 16, 2007

Page 2 of 2

EPAHO093000562



**CES Environmental
Services, Inc.**

4904 Griggs Road
Houston, TX 77021
Tel. (713) 876-1460
Fax. (713) 876-1676

Transportation Work Ticket

Folder ID : South Coast Terminals (South Coast-Wallisville)
Tank 340 Spill Cleanup

Date : 3/17/2007 Manifest # : _____

South Coast Terminals (Wallisville)

Client : _____ Ticket : 37961

Phone : 7136722401 Consignee : _____

CES Environmental Services, Inc.

Transporter : _____

Signature _____

Signature _____

Leave CES Yard : <u>7:00 AM</u>	Arrive At Destination _____
Arrive At Customer : <u>7:30 AM</u>	Begin Unloading : _____
Begin Loading : _____	Finish Unloading : _____
Finish Loading : _____	Leave Destination : _____
Leave Customer : <u>4:15 PM</u>	Arrive At CES Yard : <u>4:30 PM</u>

Customer PO # : _____	Total Hours : <u>9.5</u>	CES Unload: <input type="checkbox"/>
-----------------------	--------------------------	--------------------------------------

Gross Weight : _____	Ending Odometer : _____
Tare Weight : _____	Beginning Odometer : _____
Net Weight : _____	Total Miles : _____

Driver : Carrillo, Joe Tractor # : 905 Tote # : _____
Signature : Carrillo, Joe Trailer # : _____ Box # : _____

Job Comments/Equipment : Took Jose R. A. Soto, C. Padron to help
clean up spill. We used 50 bags of F Thompson Bibby
PLU Box 639. Took it to the yard. We used Truck #105 to
used for vacuum. Customer had a new spill we
had to move and clean up new spill. We used 2 of our
vacuum machines. We used 15 truck size and 20 kind of
plow size balls of the spill. Drove Truck #105 Friday and
left it at South Coast. I drove with Soto Saturday.

White (CES Office) Yellow (CES Office / Billing) Pink (CES Office / IFTA) Golden Rod (Customer)



4904 Griggs Road
Houston, TX 77021
Tel. (713) 876-1460
Fax. (713) 876-1876

Transportation Work Ticket

Folder ID : South Coast Terminals (South Coast-Wallisville)
Tank 340 Spill Cleanup

Date : 3/17/2007 Manifest # : _____

South Coast Terminals (Wallisville)

Client : _____ Ticket : 37961

Phone : 7138722401 Consignee : _____

CES Environmental Services, Inc.

Transporter : _____

Signature _____

Signature _____

Leave CES Yard : 7:00 AM

Arrive At Customer : 7:30 AM

Begin Loading : _____

Finish Loading : _____

Leave Customer : 4:15 PM

Arrive At Destination : _____

Begin Unloading : _____

Finish Unloading : _____

Leave Destination : _____

Arrive At CES Yard : 4:30 PM

Customer PO # : _____

Total Hours : 9.5

CES Unload: ☐

Gross Weight : _____

Tare Weight : _____

Net Weight : _____

Ending Odometer : _____

Beginning Odometer : _____

Total Miles : _____

Driver : Capillo, Joe

Tractor # : 105

Tote # : _____

Signature : Capillo, Joe

Trailer # : _____

Box # : _____

Job Comments/Equipment :

Took JOSE R. A. Soto, Co. Padron to help
Clean up Spill. We used 50 bags of Thompson's Public
PLV Box 639. Took it to the yard. We used Truck #105 to
used for Vacuum. Customer had a new spill we
had to move and clean up new spill. We used 2 of our
Pressure Washers. We used 15 Truck Suits and 20 Pumps
plus 10 rolls of tape. S.F. Drove Truck #105 Friday and
left at South Coast. I Drove with S.F. Saturday.

White (CES Office)

Yellow (CES Office / Billing)

Pink (CES Office / IFTA)

Golden Rod (Customer)



JOB INFORMATION PROFILE

Folder ID :	South Coast Terminals (South Coast-Wallisville) Tank 340 Spill Cleanup
-------------	---

Customer : South Coast Terminals (Wallisville)

Driver : Carrillo, Joe

Address : 7401 Wallisville Rd.

Helper :

City,State,Zip : Houston TX . 77020

Date : 3/17/2007

Time : 0600

CES Contact : Matt Bowman (713) 826 - 1329

Truck # 105

Trailer #

Job Description :

Clean up spill and put material into the CES vac box

ID #: 37961

CUSTOMER INFORMATION

OPERATION HOURS:

SHIPPING/RECEIVING CONTACT:

AFTER HOURS CONTACT:

Open :	
Close:	

Name:	
Number:	

Name:	
Number:	

RECEIVING INFORMATION

OPERATION HOURS:

SHIPPING/RECEIVING CONTACT:

AFTER HOURS CONTACT:

Open :	
Close:	

Name:	
Number:	

Name:	
Number:	

PURCHASE ORDER NUMBER REQUIRED:

☐ YES ☐ NO

IF YES, P.O. #:

PPE REQUIRED:

☐ YES ☐ NO

IF YES, WHAT?

HACSC REQUIRED:

☐ YES ☐ NO

IF YES, WHAT?

CAN CUSTOMER LOAD US:

☐ YES ☐ NO

WASHOUT ANTICIPATED:

☐ YES ☐ NO

ROPPER PUMP:

☐ YES ☐ NO

BOX LINER REQUIRED

☐ YES ☐ NO

LOADING/UNLOADING TRAILER TYPE:

☐ REAR ☐ BELLY
☐ DOES NOT MATTER

BOX NUMBER:

CES OWNS BOX:

☐ YES ☐ NO

CUSTOMER OWNS BOX:

☐ YES ☐ NO

CES RENTED BOX:

☐ YES ☐ NO

CUSTOMER RENTED BOX:

☐ YES ☐ NO

AMOUNT OF HOSE NEEDED:

SIZE:

DRUM DOLLY NEEDED:

☐ YES ☐ NO

PALLET JACK NEEDED:

☐ YES ☐ NO

LOADING FROM (i.e. Tank):

SIZE OF FITTING:

TYPE OF FITTING:

CAN CUSTOMER LOAD WITH FORKLIFT: ☐ YES ☐ NO

Note: Pallets are only good if they drive the forklift into the trailer. Otherwise, it is a huge and painful experience for the driver. If pallets are used, then the drums must be shrink wrapped.

FIELD SERVICE WORK

HELPER REQUIRED:

☐ YES

☐ NO

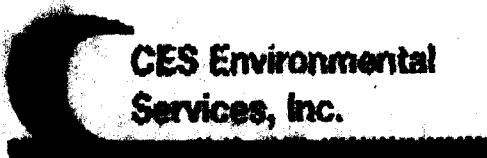
IF YES, HOW MANY?

EQUIPMENT NEEDED:

Friday, March 16, 2007

Page 2 of 2

EPAHO093000566



**CES Environmental
Services, Inc.**

4904 Griggs Road
Houston, TX 77021
Tel. (713) 876-1460
Fax. (713) 876-1676

Transportation Work Ticket

Folder ID : South Coast Terminals (South Coast-Wallisville)
Tank 340 Spill Cleanup

Date : 3/17/2007 **Manifest # :** _____

South Coast Terminals (Wallisville)

Client : _____ **Ticket :** 37962

Phone : 7136722401 **Consignee :** _____

CES Environmental Services, Inc.

Transporter : _____

Signature _____

Signature _____

Leave CES Yard : 7:00 AM

Arrive At Destination _____

Arrive At Customer : 7:30 AM

Begin Unloading : _____

Begin Loading : _____

Finish Unloading : _____

Finish Loading : _____

Leave Destination : _____

Leave Customer : 4:15 PM

Arrive At CES Yard : 4:42 PM

Customer PO #: _____

Total Hours:

9.5

CES Unload: ☐

Gross Weight : _____

Ending Odometer : 55258

Tare Weight : _____

Beginning Odometer : 55232

Net Weight : _____

Total Miles : 26

Driver : Soto, Andre

Tractor # : 103

Tote # : _____

Signature : Andres Soto

Trailer # : _____

Box # : _____

Job Comments/Equipment : Pamirez + craneator helpers

White (CES Office)

Yellow (CES Office / Billing)

Pink (CES Office / IFTA)

Golden Rod (Customer)

EPAHO093000567



4904 Griggs Road
Houston, TX 77021
Tel. (713) 676-1460
Fax. (713) 676-1676

Transportation Work Ticket

Folder ID : South Coast Terminals (South Coast-Wallisville)
Tank 340 Spill Cleanup

Date : 3/17/2007 Manifest # :
South Coast Terminals (Wallisville)
Client : Ticket : 37962
Phone : 7136722401 Consignee :
CES Environmental Services, Inc.
Transporter :

Signature Signature

Leave CES Yard : 7:00 AM	Arrive At Destination
Arrive At Customer : 7:30 AM	Begin Unloading :
Begin Loading :	Finish Unloading :
Finish Loading :	Leave Destination :
Leave Customer : 4:15 PM	Arrive At CES Yard : 4:42 PM

Customer PO #:	Total Hours: 9.5	CES Unload: <input type="checkbox"/>
----------------	------------------	--------------------------------------

Gross Weight :	Ending Odometer : 55258
Tare Weight :	Beginning Odometer : 55232
Net Weight :	Total Miles : 26

Driver : Soto, Andre Tractor # : 103 Tote # :
Signature : Andres Soto Trailer # : Box # :
Job Comments/Equipment : Ramirez + Crenador Helpers

White (CES Office)

Yellow (CES Office / Billing)

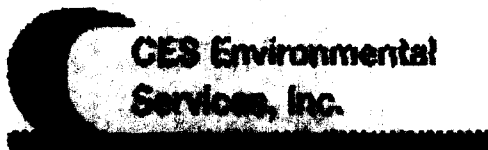
Pink (CES Office / IFTA)

Golden Rod (Customer)

EPAHO093000568

UNIFORM HAZARDOUS WASTE MANIFEST		1. Generator ID Number TXD056267230	2. Page 1 of 1	3. Emergency Response Phone (713) 672-2401	4. Manifest Tracking Number 001401245 JJK		
5. Generator's Name and Mailing Address South Coast Terminals (Wallisville) 7401 Wallisville Road Houston, TX 77020		Generator's Site Address (if different than mailing address) South Coast Terminals (Wallisville) 7401 Wallisville Rd. Houston, TX 77020					
Generator's Phone: (713) 672-2401		U.S. EPA ID Number TXD008950461					
6. Transporter 1 Company Name CES Environmental Services, Inc.		U.S. EPA ID Number					
7. Transporter 2 Company Name		U.S. EPA ID Number					
8. Designated Facility Name and Site Address CES Environmental Services, Inc. 4904 Griggs Rd. Houston TX, 77021		U.S. EPA ID Number TXD008950461					
Facility's Phone: (713) 676-1460							
GENERATOR	9a. HM	9b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))	10. Containers		11. Total Quantity	12. Unit Wt./Vol.	13. Waste Codes
			No.	Type			
		1. Non-RCRA/Non DOT regulated waste sludge	1	CM	18	Y	992 2191
		2.					
		3.					
		4.					
14. Special Handling Instructions and Additional Information Folder ID: South Coast Terminals (South Coast-Wallisville) Tank 340 Spill Cleanup							
CES Job #- 37974							
15. GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations. If export shipment and I am the Primary Exporter, I certify that the contents of this consignment conform to the terms of the attached EPA Acknowledgment of Consent. (certify that the waste minimization statement identified in 40 CFR 262.27(a) (if I am a large quantity generator) or (b) (if I am a small quantity generator) is true.							
Generator's/Officer's Printed/Typed Name DEXTER GAINES							
Signature <i>Dexter Gaines</i>							
Month Day Year 3 17 07							
TRANSPORTER INT'L	16. International Shipments <input type="checkbox"/> Import to U.S. <input type="checkbox"/> Export from U.S. Port of entry/exit: _____ Date leaving U.S.: _____						
	17. Transporter Acknowledgment of Receipt of Materials						
	Transporter 1 Printed/Typed Name Bobby Rodriguez						
DESIGNATED FACILITY	Signature <i>Bobby Rodriguez</i>						
	Month Day Year 3 17 07						
	Transporter 2 Printed/Typed Name						
	Signature						
	Month Day Year						
18. Discrepancy							
18a. Discrepancy Indication Space <input type="checkbox"/> Quantity <input type="checkbox"/> Type <input type="checkbox"/> Residue <input type="checkbox"/> Partial Rejection <input type="checkbox"/> Full Rejection							
Manifest Reference Number:							
18b. Alternate Facility (or Generator) U.S. EPA ID Number							
Facility's Phone:							
18c. Signature of Alternate Facility (or Generator)							
Month Day Year							
19. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)							
1. H141		2.		3.		4.	
20. Designated Facility Owner or Operator: Certification of receipt of hazardous materials covered by the manifest except as noted in item 18a							
Printed/Typed Name Anthony CRAIN							
Signature <i>Anthony CRAIN</i>							
Month Day Year 03 11 07							

UNIFORM HAZARDOUS WASTE MANIFEST		1. Generator ID Number	2. Page 1 of	3. Emergency Response Phone	4. Manifest Tracking Number	
		TXD056267230	1	(713) 672-2401	001401245 JJK	
5. Generator's Name and Mailing Address South Coast Terminals (Wallisville) 7401 Wallisville Road Houston, TX 77020		Generator's Site Address (if different than mailing address) South Coast Terminals (Wallisville) 7401 Wallisville Rd. Houston, TX 77020				
Generator's Phone: (713) 672-2401		U.S. EPA ID Number TXD008950461				
6. Transporter's Company Name CES Environmental Services, Inc.		U.S. EPA ID Number				
7. Transporter 2 Company Name		U.S. EPA ID Number				
8. Designated Facility Name and Site Address CES Environmental Services, Inc. 4904 Briggs Rd. Houston TX, 77021		U.S. EPA ID Number TXD008950461				
Facility's Phone: (713) 878-1480						
9a. HM	9b. U.S. DOT Description (Including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))	10. Containers		11. Total Quantity	12. Unit WL/Vol.	13. Waste Codes
		No.	Type			
	1. Non-RCRA Non DOT regulated waste sludge	1	CM	18	Y	992 2191
	2.					
	3.					
	4.					
14. Special Handling Instructions and Additional Information Pallet ID: South Coast Terminals (South Coast-Wallisville) CES Job #: 57974 Tank 340 Spill Cleanup 11a) 1060 11b) 11c) 11d)						
15. GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations. If export shipment and I am the Primary Exporter, I certify that the contents of this consignment conform to the terms of the attached EPA Acknowledgment of Consent. I certify that the waste minimization statement identified in 40 CFR 262.27(a) (if I am a large quantity generator) or (b) (if I am a small quantity generator) is true.						
Generator's/Officer's Printed/Typed Name DEXTER CHAINES		Signature <i>[Signature]</i>			Month Day Year 3 17 07	
16. International Shipments <input type="checkbox"/> Import to U.S. <input type="checkbox"/> Export from U.S. Port of entry/exit: _____ Transporter signature (for exports only): _____ Date leaving U.S.: _____						
17. Transporter Acknowledgment of Receipt of Materials						
Transporter 1 Printed/Typed Name Bobby Rodriguez		Signature <i>[Signature]</i>			Month Day Year 3 17 07	
Transporter 2 Printed/Typed Name		Signature			Month Day Year	
18. Discrepancy						
18a. Discrepancy Indication Space <input type="checkbox"/> Quantity <input type="checkbox"/> Type <input type="checkbox"/> Residue <input type="checkbox"/> Partial Rejection <input type="checkbox"/> Full Rejection						
Manifest Reference Number:						
18b. Alternate Facility (or Generator) U.S. EPA ID Number						
Facility's Phone:						
18c. Signature of Alternate Facility (or Generator) Month Day Year						
19. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)						
1. H141		2.		3.		4.
20. Designated Facility Owner or Operator: Certification of receipt of hazardous materials covered by the manifest except as noted in item 18a						
Printed/Typed Name ANTHONY C. A. A.		Signature <i>[Signature]</i>			Month Day Year 03 17 07	



4904 Griggs Road
Houston, TX 77021
Tel. (713) 676-1460
Fax. (713) 676-1676

Transportation Work Ticket

Folder ID : South Coast Terminals (South Coast-Wallisville)
Tank 340 Spill Cleanup

Date : 3/17/2007 Manifest # : 001401245
South Coast Terminals (Wallisville)
Client : _____ Ticket : 37974
Phone : 7136722401 Consignee : CES Environmental Services, Inc.
CES Environmental Services, Inc.
Transporter : _____
Signature [Signature] Signature _____

Leave CES Yard : <u>7:30 AM</u>	Arrive At Destination : _____
Arrive At Customer : <u>8:00</u>	Begin Unloading : _____
Begin Loading : <u>8:10</u>	Finish Unloading : _____
Finish Loading : <u>9:00</u>	Leave Destination : _____
Leave Customer : <u>9:10</u>	Arrive At CES Yard : <u>9:40</u>

Customer PO # : _____	Total Hours : <u>2 hrs 10 min</u>	CES Unload: <input type="checkbox"/>
-----------------------	-----------------------------------	--------------------------------------

Gross Weight : _____	Ending Odometer : <u>289121</u>
Tare Weight : _____	Beginning Odometer : <u>289091</u>
Net Weight : _____	Total Miles : <u>30</u>

Driver : Rodriguez, Bobby Tractor # : 273 Tote # : _____
Signature : [Signature] Trailer # : 253 Box # : 1st 640 / 2nd 639

Job Comments/Equipment : Deliver empty vac box #640 from CES to South Coast, wallisville co. Pick up loaded box #639 from South Coast. Hual off to CES.

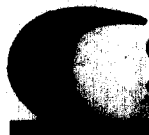
White (CES Office)

Yellow (CES Office / Billing)

Pink (CES Office / IFTA)

Golden Rod (Customer)

EPAHO093000571



**CES Environmental
Services, Inc.**

JOB INFORMATION PROFILE

Folder ID : South Coast Terminals (South Coast-Wallisville)
Tank 340 Spill Cleanup

Customer : South Coast Terminals (Wallisville)

Address : 7401 Wallisville Rd.

City, State, Zip : Houston TX , 77020

CES Contact : Matt Bowman (713) 826 - 1329

Driver : Rodriguez, Bobby

Helper :

Date : 3/17/2007

Time : 0600

Truck # 273

Trailer # 253

Job Description :

Deliver CES vac box #640

Pickup the box containing sludge as directed

Look at your next paperwork for unloading instructions

ID #: 37974

CUSTOMER INFORMATION

OPERATION HOURS:

Open :	
Close:	

SHIPPING/RECEIVING CONTACT:

Name:	
Number:	

AFTER HOURS CONTACT:

Name:	
Number:	

RECEIVING INFORMATION

OPERATION HOURS:

Open :	
Close:	

SHIPPING/RECEIVING CONTACT:

Name:	
Number:	

AFTER HOURS CONTACT:

Name:	
Number:	

PURCHASE ORDER NUMBER REQUIRED:

☐ YES ☐ NO

IF YES, P.O. #:

PPE REQUIRED:

☐ YES ☐ NO

IF YES, WHAT?

CAN CUSTOMER LOAD US:

☐ YES ☐ NO

ROPPER PUMP:

☐ YES ☐ NO

LOADING/UNLOADING TRAILER TYPE:

☐ REAR ☐ BELLY
☐ DOES NOT MATTER

BOX NUMBER:

CES OWNS BOX:

☐ YES ☐ NO

CES RENTED BOX:

☐ YES ☐ NO

HACSC REQUIRED:

☐ YES ☐ NO

IF YES, WHAT?

WASHOUT ANTICIPATED:

☐ YES ☐ NO

BOX LINER REQUIRED

☐ YES ☐ NO

CUSTOMER OWNS BOX:

☐ YES ☐ NO

CUSTOMER RENTED BOX:

☐ YES ☐ NO

AMOUNT OF HOSE NEEDED:

SIZE:

DRUM DOLLY NEEDED:

☐ YES ☐ NO

PALLET JACK NEEDED:

☐ YES ☐ NO

EPAHO093000572

LOADING FROM (I.e. Tank):

SIZE OF FITTING:

TYPE OF FITTING:

CAN CUSTOMER LOAD WITH FORKLIFT: ☐ YES ☐ NO

Note: Pallets are only good if they drive the forklift into the trailer. Otherwise, it is a huge and painful experience for the driver. If pallets are used, then the drums must be shrink wrapped.

FIELD SERVICE WORK

HELPER REQUIRED:

☐ YES

☐ NO

IF YES, HOW MANY?

EQUIPMENT NEEDED:

Friday, March 16, 2007

Page 2 of 2

EPAHO093000573

CES Environmental Services

Container / Tank Cleaning Division

4904 Griggs Rd. • Houston, TX 77021

Phone: (713) 676-1460 • Fax: (713) 676-1676

TANK WASH WORK ORDER

14107

PO # <i>Southcoast</i>	Customer: <i>CES</i>	Date: <i>3-19-02</i>
Tractor TANK 340 SPILL	Address:	Time:
Trailer / Container Number <i>639</i>	Dropped By:	Need By:

CONTAINER TYPE: ☐ TOTE BIN ☐ ROLL DOOR BOX ☐ ISO CONTAINER ☐ DRY BULK
☐ TANK TRAILER ☐ ROLL TARP BOX ☒ VACUUM BOX ☐ FRAC TANK ☐ POLY TANK ☐ VACUUM TRUCK

Compartment #	Last Contained	Heel - Hazardous	Heel - Non-Haz	Drum / Rolloff
1				
2	<i>BOX TRANSFER</i>			
3				
4				
5				

CLEANING CODES	WORK PERFORMED	TANK ENTRY PERMIT
1 Air Dry		Oxygen (19.5% -23.5%) #1____ #2____ #3____ #4____ #5____
2 Quick Rinse		LEL (<10%) #1____ #2____ #3____ #4____ #5____
3 Cold Water Rinse		CO2 (<35 ppm) #1____ #2____ #3____ #4____ #5____
4 Hot Water Rinse		Toxic Vapor #1____ #2____ #3____ #4____ #5____
5 Steam Only (Per Hour)		Signature: _____
6 Steam & Dry		Stripper Usage: _____
7 Rinse, Steam & Dry		
8 Detergent Wash, Rinse & Dry		Comments:
9 Caustic Wash & Dry		<i>Dig out. Trans. into 636</i>
10 Caustic Wash, Rinse & Dry		<i>\$1,500</i>
11 Waste Water Surcharge		
12 Solvent Wash (Diesel # Hours)		
13 Solvent Wash (Stripper)		
14 Exterior Tractor Wash		
15 Exterior Trailer Wash (w/o Internal)		
16 Exterior Trailer Wash (with Internal)		
17 Exterior Acid Brite Wash		Authorized Additional Services:
18 Hand Labor (# Men / # Hours)		
19 Hydroblaster (# Hours)		
20 Solvent Wash (Green Stripper)		
21 Passivation		
Hose Cleaning		
Pump Cleaning		

CES Environmental Services, Inc., Cleaning Division, makes no guarantee with respect to the thoroughness of the tank washing procedure or the total elimination of interior residues and/or moisture. Final inspection of the equipment remains the responsibility of the customer, and they hereby release CES Environmental Services, Inc., Cleaning Division, from any responsibility for claims arising from any allegations that the equipment was improperly cleaned, resulting in damage or loss.

CES Environmental Services, Inc., Cleaning Division, is in no manner responsible for any damages or losses of equipment and/or materials left in their yard.

Cleaned By: _____ Date: _____

Inspected By: _____ Date: _____

Print Name: _____ Date: _____

Signature: _____

EPAHO093000574

CES Environmental Services

Container / Tank Cleaning Division

4904 Griggs Rd. • Houston, TX 77021

Phone: (713) 676-1460 • Fax: (713) 676-1676

TANK WASH WORK ORDER**14107**

PO # <i>Coil Cost</i>	Customer: <i>CES</i>	Date: <i>3-19-02</i>
Tractor TANK 340 SPILL	Address:	Time:
Trailer / Container Number <i>639</i>	Dropped By:	Need By:

CONTAINER TYPE: ☐ TOTE BIN ☐ ROLL DOOR BOX ☐ ISO CONTAINER ☐ DRY BULK
☐ TANK TRAILER ☐ ROLL TARP BOX ☒ VACUUM BOX ☐ FRAC TANK ☐ POLY TANK ☐ VACUUM TRUCK

Compartment #	Last Contained	Heel - Hazardous	Heel - Non-Haz	Drum / Rolloff
1				
2	<i>BOX TRANSFER</i>			
3				
4				
5				

CLEANING CODES	WORK PERFORMED	TANK ENTRY PERMIT
1 Air Dry		Oxygen (19.5% - 23.5%) #1 _____ #2 _____ #3 _____ #4 _____ #5 _____
2 Quick Rinse		LEL (<10%) #1 _____ #2 _____ #3 _____ #4 _____ #5 _____
3 Cold Water Rinse		CO ₂ (<35 ppm) #1 _____ #2 _____ #3 _____ #4 _____ #5 _____
4 Hot Water Rinse		Toxic Vapor #1 _____ #2 _____ #3 _____ #4 _____ #5 _____
5 Steam Only (Per Hour)		Signature: _____
6 Steam & Dry		Stripper Usage: _____
7 Rinse, Steam & Dry		Comments:
8 Detergent Wash, Rinse & Dry		<i>TDG</i>
9 Caustic Wash & Dry		<i>Dig out. Time into 636</i>
10 Caustic Wash, Rinse & Dry		<i>\$1,500</i>
11 Waste Water Surcharge		
12 Solvent Wash (Diesel # Hours)		
13 Solvent Wash (Stripper)		
14 Exterior Tractor Wash		
15 Exterior Trailer Wash (w/o Internal)		
16 Exterior Trailer Wash (with Internal)		
17 Exterior Acid Brite Wash		Authorized Additional Services: _____
18 Hand Labor (# Men / # Hours)		
19 Hydroblaster (# Hours)		
20 Solvent Wash (Green Stripper)		
21 Passivation		
Hose Cleaning		
Pump Cleaning		

CES Environmental Services, Inc., Cleaning Division, makes no guarantee with respect to the thoroughness of the tank washing procedure or the total elimination of interior residues and/or moisture. Final inspection of the equipment remains the responsibility of the customer, and they hereby release CES Environmental Services, Inc., Cleaning Division, from any responsibility for claims arising from any allegations that the equipment was improperly cleaned, resulting in damage or loss.

CES Environmental Services, Inc., Cleaning Division, is in no manner responsible for any damages or losses of equipment and/or materials left in their yard.

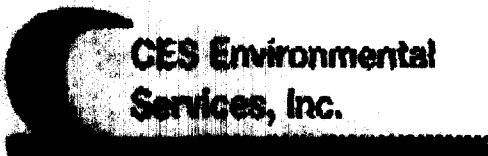
Cleaned By: _____ Date: _____

Inspected By: _____ Date: _____

Print Name: _____ Date: _____

Signature: _____

EPAHO093000575



**CES Environmental
Services, Inc.**

4904 Griggs Road
Houston, TX 77021
Tel. (713) 676-1460
Fax. (713) 676-1676

Transportation Work Ticket

Folder ID : South Coast Terminals (South Coast-Wallisville)
Tank 340 Spill Cleanup

Date : 3/19/2007 Manifest # : _____

South Coast Terminals (Wallisville)

Client : _____ Ticket : 37950

Phone : 7136722401 Consignee : _____

CES Environmental Services, Inc.

Transporter : _____

Signature _____

Signature _____

Leave CES Yard : <u>7:15 AM</u>	Arrive At Destination _____
Arrive At Customer : <u>7:45 AM</u>	Begin Unloading : _____
Begin Loading : _____	Finish Unloading : _____
Finish Loading : _____	Leave Destination : _____
Leave Customer : <u>5:00 PM</u>	Arrive At CES Yard : <u>5:15 PM</u>

Customer PO # : _____

Total Hours : _____

CES Unload: ☐

Gross Weight : _____	Ending Odometer : _____
Tare Weight : _____	Beginning Odometer : _____
Net Weight : _____	Total Miles : _____

Driver : Carrillo, Joe Tractor # : 10 Tote # : _____

Signature : Carrillo, Joe Trailer # : _____ Box # : _____

Job Comments/Equipment : Back Jose R. A. Soto, Justin, Andy. To
Help Clean up Spill. We used Two of Our Own Pressure
Washers. We Filled Box #276528. We used Truck #105
for Vacuum. I drove with Soto on #103. We left
Truck #105 at South Coast. We used 100 ft of 6" Flex
 Hose and 20 ft of 6" Alum Pipe. Plus 20 Tyvek Suits.
Ave 12 Pair of Gloves.

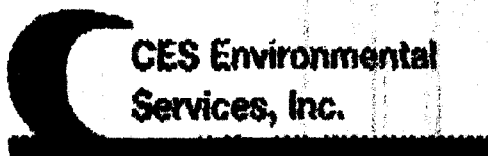
White (CES Office)

Yellow (CES Office / Billing)

Pink (CES Office / IFTA)

Golden Rod (Customer)

EPAHO093000576



4904 Griggs Road
Houston, TX 77021
Tel. (713) 676-1480
Fax. (713) 676-1676

Transportation Work Ticket

Folder ID : South Coast Terminals (South Coast-Wallisville)
Tank 340 Spill Cleanup

Date : 3/19/2007 Manifest # :
South Coast Terminals (Wallisville)
Client : Ticket : 37950
Phone : 7136722401 Consignee :
CES Environmental Services, Inc.
Transporter :
Signature Signature

Leave CES Yard : 7:15 AM	Arrive At Destination
Arrive At Customer : 7:45 AM	Begin Unloading :
Begin Loading :	Finish Unloading :
Finish Loading :	Leave Destination :
Leave Customer : 5:00 PM	Arrive At CES Yard : 5:15 PM

Customer PO #:	Total Hours:	CES Unload: <input type="checkbox"/>
----------------	--------------	--------------------------------------

Gross Weight :	Ending Odometer :
Tare Weight :	Beginning Odometer :
Net Weight :	Total Miles :

Driver : Carrillo, Joe Tractor # : 100 Tote # :
Signature : Carrillo, Joe Trailer # : Box # :

Job Comments/Equipment : Tick Jose R. A. Soto, Justin, Andy. To
Help Cleanup Spill. We used two of our own vacuum
Warders We filled Box 276528, We used Truck #105
for Vacuum. I drove with Soto on #103. We had 4
truck 105 at South Coast. We used 100 ft of 6" fiber
Hose and 20 ft of 6" Alum Pipe. Plus 20 Tyres Sotr.
Aver 12 pair of gloves.

White (CES Office) Yellow (CES Office / Billing) Pink (CES Office / IFTA) Golden Rod (Customer)



**CES Environmental
Services, Inc.**

JOB INFORMATION PROFILE

Folder ID : **South Coast Terminals (South Coast-Wallisville)
Tank 340 Spill Cleanup**

Customer : South Coast Terminals (Wallisville)

Address : 7401 Wallisville Rd.

City,State,Zip : Houston TX . 77020

CES Contact : Matt Bowman (713) 826 - 1329

Driver : [REDACTED]

Helper :

Date : 3/19/2007

Time : 0600

Truck # 105

Trailer #

Job Description :

Clean up spill and put material into the CES vac box

ID #: 37950

CUSTOMER INFORMATION

OPERATION HOURS:

Open :	
Close:	

SHIPPING/RECEIVING CONTACT:

Name:	
Number:	

AFTER HOURS CONTACT:

Name:	
Number:	

RECEIVING INFORMATION

OPERATION HOURS:

Open :	
Close:	

SHIPPING/RECEIVING CONTACT:

Name:	
Number:	

AFTER HOURS CONTACT:

Name:	
Number:	

PURCHASE ORDER NUMBER REQUIRED:

☐ YES ☐ NO

IF YES, P.O. #:

PPE REQUIRED:

☐ YES ☐ NO

IF YES, WHAT?

CAN CUSTOMER LOAD US:

☐ YES ☐ NO

ROPPER PUMP:

☐ YES ☐ NO

LOADING/UNLOADING TRAILER TYPE:

☐ REAR ☐ BELLY
☐ DOES NOT MATTER

BOX NUMBER:

CES OWNS BOX:

☐ YES ☐ NO

CES RENTED BOX:

☐ YES ☐ NO

HACSC REQUIRED:

☐ YES ☐ NO

IF YES, WHAT?

WASHOUT ANTICIPATED:

☐ YES ☐ NO

BOX LINER REQUIRED

☐ YES ☐ NO

AMOUNT OF HOSE NEEDED:

SIZE:

DRUM DOLLY NEEDED:

☐ YES ☐ NO

PALLET JACK NEEDED:

☐ YES ☐ NO

EPAHO093000578

LOADING FROM (i.e. Tank):

SIZE OF FITTING:

TYPE OF FITTING:

CAN CUSTOMER LOAD WITH FORKLIFT: ☐ YES ☐ NO

Note: Pallets are only good if they drive the forklift into the trailer. Otherwise, it is a huge and painful experience for the driver. If pallets are used, then the drums must be shrink wrapped.

FIELD SERVICE WORK

HELPER REQUIRED:

☐ YES

☐ NO

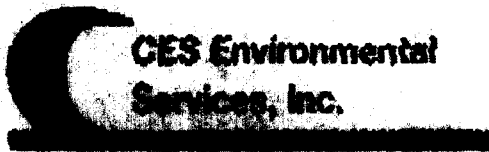
IF YES, HOW MANY?

EQUIPMENT NEEDED:

Friday, March 16, 2007

Page 2 of 2

EPAHO093000579



**CES Environmental
Services, Inc.**

4904 Griggs Road
Houston, TX 77021
Tel. (713) 676-1460
Fax. (713) 676-1676

Transportation Work Ticket

Folder ID : South Coast Terminals (South Coast-Wallisville)
Tank 340 Spill Cleanup

Date : 3/19/2007 **Manifest # :** _____

South Coast Terminals (Wallisville)

Client : _____ **Ticket :** 37955

Phone : 7136722401 **Consignee :** _____

CES Environmental Services, Inc.

Transporter : _____

Signature _____

Signature _____

Leave CES Yard : 7:00 AM	Arrive At Destination _____
Arrive At Customer : 7:50 AM	Begin Unloading : _____
Begin Loading : _____	Finish Unloading : _____
Finish Loading : _____	Leave Destination : _____
Leave Customer : 5:05 PM	Arrive At CES Yard : 5:32 PM

Customer PO #: _____	Total Hours: _____	CES Unload: <input type="checkbox"/>
-----------------------------	---------------------------	---

Gross Weight : _____	Ending Odometer : 55286
Tare Weight : _____	Beginning Odometer : 55258
Net Weight : _____	Total Miles : 28

Driver : Soto, Andre **Tractor # :** 103 **Tote # :** _____

Signature : Andre Soto **Trailer # :** _____ **Box # :** 610

Job Comments/Equipment : _____

White (CES Office)

Yellow (CES Office / Billing)

Pink (CES Office / IFTA)

Golden Rod (Customer)

EPAHO093000580



4904 Griggs Road
Houston, TX 77021
Tel. (713) 676-1460
Fax. (713) 676-1676

Transportation Work Ticket

Folder ID : South Coast Terminals (South Coast-Wallisville)
Tank 340 Spill Cleanup

Date : 3/19/2007 Manifest # :
South Coast Terminals (Wallisville)
Client : Ticket : 37965
Phone : 7136722401 Consignee :
CES Environmental Services, Inc.
Transporter :
Signature Signature

Leave CES Yard : 7:00 AM	Arrive At Destination
Arrive At Customer : 7:50 AM	Begin Unloading :
Begin Loading :	Finish Unloading :
Finish Loading :	Leave Destination :
Leave Customer : 5:05 PM	Arrive At CES Yard : 5:32 PM

Customer PO #:

Total Hours:

CES Unload: ☐

Gross Weight :	Ending Odometer : 55286
Tare Weight :	Beginning Odometer : 55258
Net Weight :	Total Miles : 28

Driver : Soto, Andre Tractor # : 103 Tote # :
Signature : *Andre Soto* Trailer # : Box # : 610

Job Comments/Equipment :

White (CES Office)

Yellow (CES Office / Billing)

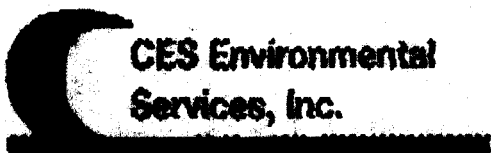
Pink (CES Office / IFTA)

Golden Rod (Customer)

EPAHO093000581

UNIFORM HAZARDOUS WASTE MANIFEST		1. Generator ID Number TXD056267230	2. Page 1 of 1	3. Emergency Response Phone (713) 672-2401	4. Manifest Tracking Number 001401247 JJK				
5. Generator's Name and Mailing Address South Coast Terminals (Wallisville) 7401 Wallisville Road Houston, TX 77020		Generator's Site Address (if different than mailing address) South Coast Terminals (Wallisville) 7401 Wallisville Rd. Houston, TX 77020							
Generator's Phone: (713) 672-2401		Generator's Site Phone: (713) 672-2401							
6. Transporter 1 Company Name CES Environmental Services, Inc.		U.S. EPA ID Number TXD008950461							
7. Transporter 2 Company Name		U.S. EPA ID Number							
8. Designated Facility Name and Site Address CES Environmental Services, Inc. 4904 Griggs Rd. Houston TX, 77021		U.S. EPA ID Number TXD008950461							
Facility's Phone: (713) 676-1460									
9a. HM	9b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))		10. Containers		11. Total Quantity	12. Unit Wt./Vol.	13. Waste Codes		
			No.	Type					
	1. Non-RCRA/Non DOT regulated waste sludge		1	CM	16	Y	992	2191	
	2.								
	3.								
4.									
14. Special Handling Instructions and Additional Information Folder ID: South Coast Terminals (South Coast-Wallisville) Tank 340 Spill Cleanup 11a) 1060 11b) 11c) 11d) CES Job #- 37975									
15. GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations. If export shipment and I am the Primary Exporter, I certify that the contents of this consignment conform to the terms of the attached EPA Acknowledgment of Consent. I certify that the waste minimization statement identified in 40 CFR 262.27(a) (if I am a large quantity generator) or (b) (if I am a small quantity generator) is true.									
Generator's/Officer's Printed/Typed Name DANYLE POE		Signature <i>Danyle Poe</i>		Month 03		Day 19		Year 07	
16. International Shipments <input type="checkbox"/> Import to U.S. <input type="checkbox"/> Export from U.S. Port of entry/exit: Transporter signature (for exports only): Date leaving U.S.:									
17. Transporter Acknowledgment of Receipt of Materials									
Transporter 1 Printed/Typed Name Bobby Rodriguez		Signature <i>Bobby Rodriguez</i>		Month 3		Day 19		Year 07	
Transporter 2 Printed/Typed Name		Signature		Month		Day		Year	
18. Discrepancy									
18a. Discrepancy Indication Space <input type="checkbox"/> Quantity <input type="checkbox"/> Type <input type="checkbox"/> Residue <input type="checkbox"/> Partial Rejection <input type="checkbox"/> Full Rejection									
Manifest Reference Number:									
18b. Alternate Facility (or Generator) U.S. EPA ID Number									
Facility's Phone:									
18c. Signature of Alternate Facility (or Generator) Month Day Year									
19. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)									
1. H141		2.		3.		4.			
20. Designated Facility Owner or Operator: Certification of receipt of hazardous materials covered by the manifest as noted in item 18a									
Printed/Typed Name ANTHONY C. STAN		Signature <i>Anthony C. Stan</i>		Month 03		Day 19		Year 07	

UNIFORM HAZARDOUS WASTE MANIFEST		1. Generator ID Number TXD056267230	2. Page 1 of 1	3. Emergency Response Phone (713) 672-2401	4. Manifest Tracking Number 001401247 JJK
5. Generator's Name and Mailing Address South Coast Terminals (Waller Ave) 7401 Waller Ave Road Houston, TX 77020		Generator's Site Address (if different than mailing address) South Coast Terminals (Waller Ave) 7401 Waller Ave Rd. Houston, TX 77020			
Generator's Phone: (713) 672-2401		Generator's Phone: (713) 672-2401			
6. Transporter 1 Company Name CES Environmental Services, Inc.				U.S. EPA ID Number TXD008850461	
7. Transporter 2 Company Name				U.S. EPA ID Number	
8. Designated Facility Name and Site Address CES Environmental Services, Inc. 4904 Griggs Rd Houston TX, 77021				U.S. EPA ID Number TXD008850461	
Facility's Phone: (713) 678-1400					
GENERATOR	9a. HM	9b. U.S. DOT Description (Including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))	10. Containers		11. Total Quantity
			No.	Type	
		1. Non-RCRA/Non DOT regulated waste sludge	1	CM	16
		2.			
		3.			
		4.			
13. Waste Codes 992 12181					
14. Special Handling Instructions and Additional Information Follow ID: South Coast Terminals (South Coast-Waller Ave) Tank 340 Spill Cleanup 11a) 1060 11b) 11c) 11d) CES Job # - 37975					
15. GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations. If export shipment and I am the Primary Exporter, I certify that the contents of this consignment conform to the terms of the attached EPA Acknowledgment of Consent. I certify that the waste minimization statement identified in 40 CFR 262.27(a) (if I am a large quantity generator) or (b) (if I am a small quantity generator) is true.					
Generator's/Officer's Printed/Typed Name DANULE POE		Signature <i>Danule Poe</i>		Month Day Year 03 19 07	
TRANSPORTER	16. International Shipments <input type="checkbox"/> Import to U.S. <input type="checkbox"/> Export from U.S. Port of entry/exit: _____ Transporter signature (for exports only): _____ Date leaving U.S.: _____				
	17. Transporter Acknowledgment of Receipt of Materials Transporter 1 Printed/Typed Name Bobby Rodriguez Signature <i>Bobby Rodriguez</i> Month Day Year 3 19 07 Transporter 2 Printed/Typed Name _____ Signature _____ Month Day Year _____				
DESIGNATED FACILITY	18. Discrepancy				
	18a. Discrepancy Indication Space <input type="checkbox"/> Quantity <input type="checkbox"/> Type <input type="checkbox"/> Residue <input type="checkbox"/> Partial Rejection <input type="checkbox"/> Full Rejection				
	Manifest Reference Number: _____				
	18b. Alternate Facility (or Generator) U.S. EPA ID Number _____				
	Facility's Phone: _____				
18c. Signature of Alternate Facility (or Generator) _____ Month Day Year _____					
19. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)					
1. H141		2. _____		3. _____	
4. _____					
20. Designated Facility Owner or Operator: Certification of receipt of hazardous materials covered by the manifest except as noted in item 18a Printed/Typed Name ANTHONY CATA Signature <i>Anthony Cata</i> Month Day Year 03 19 07					



**CES Environmental
Services, Inc.**

4904 Griggs Road
Houston, TX 77021
Tel. (713) 676-1460
Fax. (713) 676-1676

Transportation Work Ticket

Folder ID : South Coast Terminals (South Coast-Wallisville)
Tank 340 Spill Cleanup

Date : 3/19/2007 **Manifest # :** 001401247

South Coast Terminals (Wallisville)

Client : **Ticket :** 37977

Phone : 7136722401 **Consignee :** CES Environmental Services, Inc.

CES Environmental Services, Inc.

Transporter :

Signature Danyle Poe

Signature _____

Leave CES Yard : 7:00 Am	Arrive At Destination _____
Arrive At Customer : 7:30	Begin Unloading : _____
Begin Loading : 11:40	Finish Unloading : _____
Finish Loading : 11:55	Leave Destination : _____
Leave Customer : 12:00	Arrive At CES Yard : _____

Customer PO #: _____	Total Hours: 5 hrs	CES Unload: <input type="checkbox"/>
-----------------------------	---------------------------	---

Gross Weight : _____	Ending Odometer : 289165
Tare Weight : _____	Beginning Odometer : 289151
Net Weight : _____	Total Miles : 14

Driver : Rodriguez, Bobby **Tractor # :** 273 **Tote # :** _____
Signature : [Signature] **Trailer # :** 253 **Box # :** 276528

Job Comments/Equipment : Pick up loaded box # 276528 containing sludge from South Coast (Wallisville^{NO}). Haul off to CES.

(!!Had to wait 4hrs for box to be filled up for it to be Hauled off to CES!!)

White (CES Office)

Yellow (CES Office / Billing)

Pink (CES Office / IFTA)

Golden Rod (Customer)

EPAHO093000584



**CES Environmental
Services, Inc.**

JOB INFORMATION PROFILE

Folder ID : South Coast Terminals (South Coast-Wallisville)
Tank 340 Spill Cleanup

Customer : South Coast Terminals (Wallisville)

Driver : Rodriguez, Bobby

Address : 7401 Wallisville Rd.

Helper :

City,State,Zip : Houston TX , 77020

Date : 3/19/2007

Time : 0600

CES Contact : Matt Bowman (713) 826 - 1329

Truck # 273

Trailer # 253

Job Description :

Pickup the box containing sludge as directed

Look at your next paperwork for unloading instructions

ID #: 37977

CUSTOMER INFORMATION

OPERATION HOURS:

Open :	
Close:	

SHIPPING/RECEIVING CONTACT:

Name:	
Number:	

AFTER HOURS CONTACT:

Name:	
Number:	

RECEIVING INFORMATION

OPERATION HOURS:

Open :	
Close:	

SHIPPING/RECEIVING CONTACT:

Name:	
Number:	

AFTER HOURS CONTACT:

Name:	
Number:	

PURCHASE ORDER NUMBER REQUIRED:

☐ YES ☐ NO

IF YES, P.O. #: _____

PPE REQUIRED:

☐ YES ☐ NO

IF YES, WHAT?

HACSC REQUIRED:

☐ YES ☐ NO

IF YES, WHAT?

CAN CUSTOMER LOAD US :

☐ YES ☐ NO

WASHOUT ANTICIPATED:

☐ YES ☐ NO

ROPPER PUMP:

☐ YES ☐ NO

BOX LINER REQUIRED

☐ YES ☐ NO

LOADING/UNLOADING TRAILER TYPE:

☐ REAR ☐ BELLY
☐ DOES NOT MATTER

BOX NUMBER: _____

CES OWNS BOX:

☐ YES ☐ NO

CUSTOMER OWNS BOX:

☐ YES ☐ NO

CES RENTED BOX:

☐ YES ☐ NO

CUSTOMER RENTED BOX:

☐ YES ☐ NO

AMOUNT OF HOSE NEEDED:

SIZE:

DRUM DOLLY NEEDED:

☐ YES ☐ NO

PALLET JACK NEEDED:

☐ YES ☐ NO

EPAHO093000585

LOADING FROM (i.e. Tank):

SIZE OF FITTING:

TYPE OF FITTING:

CAN CUSTOMER LOAD WITH FORKLIFT:

☐ YES ☐ NO

Note: Pallets are only good if they drive the forklift into the trailer. Otherwise, it is a huge and painful experience for the driver. If pallets are used, then the drums must be shrink wrapped.

FIELD SERVICE WORK

HELPER REQUIRED:

☐ YES

☐ NO

IF YES, HOW MANY?

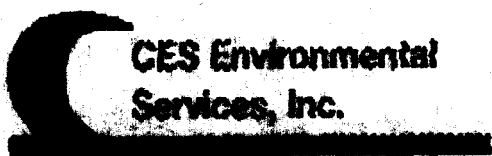
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EQUIPMENT NEEDED:

Friday, March 16, 2007

Page 2 of 2

EPAHO093000586



**CES Environmental
Services, Inc.**

4904 Griggs Road
Houston, TX 77021
Tel. (713) 676-1460
Fax. (713) 676-1276

Transportation Work Ticket

Folder ID : South Coast Terminals (South Coast-Wallisville)
Tank 340 Spill Cleanup

Date : 3/20/2007 Manifest # : _____

South Coast Terminals (Wallisville)

Client : _____ Ticket : 37951

Phone : 7136722401 Consignee : _____

CES Environmental Services, Inc.

Transporter : _____

Signature _____

Signature _____

Leave CES Yard : <u>7:00 AM</u>	Arrive At Destination : _____
Arrive At Customer : <u>7:30 AM</u>	Begin Unloading : _____
Begin Loading : _____	Finish Unloading : _____
Finish Loading : _____	Leave Destination : _____
Leave Customer : <u>5:00 PM</u>	Arrive At CES Yard : <u>5:30 PM</u>

Customer PO # : _____	Total Hours : <u>10 1/2 Hrs</u>	CES Unload: <input type="checkbox"/>
-----------------------	---------------------------------	--------------------------------------

Gross Weight : _____	Ending Odometer : _____
Tare Weight : _____	Beginning Odometer : _____
Net Weight : _____	Total Miles : _____

Driver : Carrillo, Joe Tractor # : 100 Tote # : _____
Signature : Carrillo, Joe Trailer # : _____ Box # : 610

Job Comments/Equipment : Took Jose R. Asoto, and Jack R. to Help
Clean up Polymers Spill. We used 25 bags of IF 7 then they
we filled Vacuum Box #610. Bobby Humberd did it
We started Filling Box #1050. We used 20 ft of 6" Alum
Pipe, and 100 ft of 6" Flex Hose. Plus 10 Tyvek Suits
and 12 pair of P. Boots. 5 Rolls of Tape. I drove with
Soto Taxi #105. Stayed at Customers.

White (CES Office)

Yellow (CES Office / Billing)

Pink (CES Office / IFTA)

Golden Rod (Customer)

EPAHO093000587



4904 Griggs Road
Houston, TX 77021
Tel. (713) 876-1460
Fax. (713) 876-1472

Transportation Work Ticket

Folder ID : South Coast Terminals (South Coast-Wallisville)
Tank 340 Spill Cleanup

Date : 3/20/2007 Manifest # : _____

South Coast Terminals (Wallisville)

Client : _____ Ticket : 37961

Phone : 7136722401 Consignee : _____

CES Environmental Services, Inc.

Transporter : _____

Signature _____

Signature _____

Leave CES Yard :	7:00 AM	Arrive At Destination	_____
Arrive At Customer :	7:30 AM	Begin Unloading :	_____
Begin Loading :	_____	Finish Unloading :	_____
Finish Loading :	_____	Leave Destination :	_____
Leave Customer :	5:00 PM	Arrive At CES Yard :	5:30 PM

Customer PO # : _____	Total Hours : 10 1/2 Hrs	CES Unload: <input type="checkbox"/>
-----------------------	--------------------------	--------------------------------------

Gross Weight : _____	Ending Odometer : _____
Tare Weight : _____	Beginning Odometer : _____
Net Weight : _____	Total Miles : _____

Driver : Carrillo, Joe Tractor # : 100 Tote # : _____
Signature : Carrillo, Joe Trailer # : _____ Box # : 610

Job Comments/Equipment : Truck JOSE R. A-504, and JACK B. to help
Clean up Polymer Spill. We USED 25 Bags of Fiber Dry.
We Filled Vacuum Box #610, Bobby Headed it off.
We Started Filling Box #1050. We USED 20 ft of 6" Alum
Pipe, and 100 ft of 6" Flex Hose. Plus 10 Truck Suits
and 12 Pair of Pkgs. 5 Rolls of Tape. I drove with
Sito. ~~Truck #105~~ Staged at Customer's.

White (CES Office)

Yellow (CES Office / Billing)

Pink (CES Office / IFTA)

Golden Rod (Customer)

EPAHO093000588



**CES Environmental
Services, Inc.**

JOB INFORMATION PROFILE

Folder ID : **South Coast Terminals (South Coast-Wallisville)
Tank 340 Spill Cleanup**

Customer : South Coast Terminals (Wallisville)

Driver **[REDACTED]**

Address : 7401 Wallisville Rd.

Helper :

City,State,Zip : Houston TX , 77020

Date : 3/20/2007

Time : 0600

CES Contact : Matt Bowman (713) 826 - 1329

Truck # 105

Trailer #

Job Description :

Clean up spill and put material into the CES vac box

ID #: 37951

CUSTOMER INFORMATION

OPERATION HOURS:

Open :
Close:

SHIPPING/RECEIVING CONTACT:

Name:
Number:

AFTER HOURS CONTACT:

Name:
Number:

RECEIVING INFORMATION

OPERATION HOURS:

Open :
Close:

SHIPPING/RECEIVING CONTACT:

Name:
Number:

AFTER HOURS CONTACT:

Name:
Number:

PURCHASE ORDER NUMBER REQUIRED:

☐ YES ☐ NO

IF YES, P.O. #:

PPE REQUIRED:

☐ YES ☐ NO

IF YES, WHAT?

CAN CUSTOMER LOAD US :

☐ YES ☐ NO

ROPPER PUMP:

☐ YES ☐ NO

LOADING/UNLOADING TRAILER TYPE:

☐ REAR ☐ BELLY
☐ DOES NOT MATTER

HACSC REQUIRED:

☐ YES ☐ NO

IF YES, WHAT?

WASHOUT ANTICIPATED:

☐ YES ☐ NO

BOX LINER REQUIRED

☐ YES ☐ NO

BOX NUMBER:

CES OWNS BOX:

☐ YES ☐ NO

CUSTOMER OWNS BOX:

☐ YES ☐ NO

CES RENTED BOX:

☐ YES ☐ NO

CUSTOMER RENTED BOX:

☐ YES ☐ NO

AMOUNT OF HOSE NEEDED:

SIZE:

DRUM DOLLY NEEDED:

☐ YES ☐ NO

PALLET JACK NEEDED:

☐ YES ☐ NO

LOADING FROM (I.e. Tank):

SIZE OF FITTING:

TYPE OF FITTING:

CAN CUSTOMER LOAD WITH FORKLIFT: ☐ YES ☐ NO

Note: Pallets are only good if they drive the forklift into the trailer. Otherwise, it is a huge and painful experience for the driver. If pallets are used, then the drums must be shrink wrapped.

FIELD SERVICE WORK

HELPER REQUIRED:

☐ YES

☐ NO

IF YES, HOW MANY?

0

EQUIPMENT NEEDED:

Monday, March 19, 2007

Page 2 of 2

EPAHO093000590



4904 Griggs Road
Houston, TX 77021
Tel. (713) 676-1460
Fax. (713) 676-1676

Transportation Work Ticket

Folder ID : South Coast Terminals (South Coast-Wallisville)
Tank 340 Spill Cleanup

Date : 3/20/2007 Manifest # :
South Coast Terminals (Wallisville)
Client : Ticket : 37956
Phone : 7136722401 Consignee :
CES Environmental Services, Inc.
Transporter :
Signature Signature

Leave CES Yard : 7:00 AM	Arrive At Destination
Arrive At Customer : 7:30 AM	Begin Unloading :
Begin Loading :	Finish Unloading :
Finish Loading :	Leave Destination :
Leave Customer : 5:00 PM	Arrive At CES Yard : 5:30 PM

Customer PO #:

Total Hours:

CES Unload: ☐

Gross Weight :
Tare Weight :
Net Weight :

Ending Odometer : 55313
Beginning Odometer : 55286
Total Miles : 27

Driver : Soto, Andre Tractor # : 103 Tote # :
Signature : Andres Soto Trailer # : Box # :

Job Comments/Equipment :

White (CES Office)

Yellow (CES Office / Billing)

Pink (CES Office / IFTA)

Golden Rod (Customer)

EPAHO093000591



4904 Griggs Road
Houston, TX 77021
Tel. (713) 676-1460
Fax. (713) 676-1676

Transportation Work Ticket

Folder ID : South Coast Terminals (South Coast-Wallisville)
Tank 340 Spill Cleanup

Date : 3/20/2007 Manifest # : _____

South Coast Terminals (Wallisville)

Client : _____ Ticket : 37966

Phone : 7136722401 Consignee : _____

CES Environmental Services, Inc.

Transporter : _____

Signature _____

Signature _____

Leave CES Yard : 7:00 AM

Arrive At Destination _____

Arrive At Customer : 7:30 AM

Begin Unloading : _____

Begin Loading : _____

Finish Unloading : _____

Finish Loading : _____

Leave Destination : _____

Leave Customer : 5:00 PM

Arrive At CES Yard : 5:30 PM

Customer PO # : _____

Total Hours : _____

CES Unload: ☐

Gross Weight : _____

Ending Odometer : 55313

Tare Weight : _____

Beginning Odometer : 55286

Net Weight : _____

Total Miles : 27

Driver : Soto, Andre

Tractor # : 103

Tote # : _____

Signature : Andre Soto

Trailer # : _____

Box # : _____

Job Comments/Equipment : _____

White (CES Office)

Yellow (CES Office / Billing)

Pink (CES Office / IFTA)

Golden Rod (Customer)

EPAHO093000592



**CES Environmental
Services, Inc.**

4904 Griggs Road
Houston, TX 77021
Tel. (713) 678-1460
Fax. (713) 678-1676

Transportation Work Ticket

Folder ID : South Coast Terminals (South Coast-Wallisville)
Tank 340 Spill Cleanup

Date : 3/20/2007 Manifest # : _____

South Coast Terminals (Wallisville)

Client : _____ Ticket : 37956

Phone : 7136722401 Consignee : _____

CES Environmental Services, Inc.

Transporter : _____

Signature _____

Signature _____

Leave CES Yard : 7:00 AM

Arrive At Destination _____

Arrive At Customer : 7:30 AM

Begin Unloading : _____

Begin Loading : _____

Finish Unloading : _____

Finish Loading : _____

Leave Destination : _____

Leave Customer : 5:00 PM

Arrive At CES Yard : 5:30 PM

Customer PO #:

Total Hours:

CES Unload: ☐

Gross Weight : _____

Ending Odometer : 55313

Tare Weight : _____

Beginning Odometer : 55286

Net Weight : _____

Total Miles : 27

Driver : Soto, Andre

Tractor # : 103

Tote # : _____

Signature : Andre Soto

Trailer # : _____

Box # : _____

Job Comments/Equipment : _____

White (CES Office)

Yellow (CES Office / Billing)

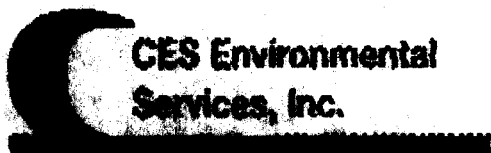
Pink (CES Office / IFTA)

Golden Rod (Customer)

EPAHO093000593

UNIFORM HAZARDOUS WASTE MANIFEST		1. Generator ID Number	2. Page 1 of	3. Emergency Response Phone	4. Manifest Tracking Number		
		TXD056267230	1	(713) 672-2401	001401303 JJK		
5. Generator's Name and Mailing Address		Generator's Site Address (if different than mailing address)					
South Coast Terminals (Wallisville) 7401 Wallisville Road Houston, TX 77020		South Coast Terminals (Wallisville) 7401 Wallisville Rd. Houston, TX 77020					
Generator's Phone: (713) 672-2401		(713) 672-2401					
6. Transporter 1 Company Name		U.S. EPA ID Number					
CES Environmental Services, Inc.		TXD008950461					
7. Transporter 2 Company Name		U.S. EPA ID Number					
8. Designated Facility Name and Site Address		U.S. EPA ID Number					
CES Environmental Services, Inc. 4904 Griggs Rd. Houston TX, 77021		TXD008950461					
Facility's Phone: (713) 678-1460							
9a. HM	9b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))	10. Containers		11. Total Quantity	12. Unit WL/Vol.	13. Waste Codes	
		No.	Type				
	1. Non-RCRA/Non DOT regulated waste sludge	1	CM	14	Y	882 12191	
	2.						
	3.						
	4.						
14. Special Handling Instructions and Additional Information							
Folder ID : South Coast Terminals (South Coast-Wallisville) CES Job # - 38069							
Tank 340 Spill Cleanup							
11a) 1060 11b) 11c) 11d)							
15. GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations. If export shipment and I am the Primary Exporter, I certify that the contents of this consignment conform to the terms of the attached EPA Acknowledgment of Consent. I certify that the waste minimization statement identified in 40 CFR 262.27(a) (if I am a large quantity generator) or (b) (if I am a small quantity generator) is true.							
Generator's/Offendor's Printed/Typed Name		Signature		Month Day Year			
Chris Lauer		Chris Lauer		3 20 07			
16. International Shipments <input type="checkbox"/> Import to U.S. <input type="checkbox"/> Export from U.S. Port of entry/exit: Date leaving U.S.:							
Transporter signature (for exports only):							
17. Transporter Acknowledgment of Receipt of Materials							
Transporter 1 Printed/Typed Name		Signature		Month Day Year			
Bobby Rodriguez		Bobby Rodriguez		3 20 07			
Transporter 2 Printed/Typed Name		Signature		Month Day Year			
18. Discrepancy							
18a. Discrepancy Indication Space <input type="checkbox"/> Quantity <input type="checkbox"/> Type <input type="checkbox"/> Residue <input type="checkbox"/> Partial Rejection <input type="checkbox"/> Full Rejection							
Manifest Reference Number:							
18b. Alternate Facility (or Generator) U.S. EPA ID Number							
Facility's Phone:							
18c. Signature of Alternate Facility (or Generator) Month Day Year							
19. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)							
1. H141 2. 3. 4.							
20. Designated Facility Owner or Operator: Certification of receipt of hazardous materials covered by the manifest and noted in Item 18a							
Printed/Typed Name		Signature		Month Day Year			
ANTHONY CUTANA		ANTHONY CUTANA		03 20 07			

UNIFORM HAZARDOUS WASTE MANIFEST		1. Generator ID Number	2. Page 1 of	3. Emergency Response Phone	4. Manifest Tracking Number		
		TXD056267230	1	(713) 672-2401	001401303 JJK		
5. Generator's Name and Mailing Address		Generator's Site Address (if different than mailing address)					
South Coast Terminals (Wallsville) 7401 Wallsville Road Houston, TX 77020		South Coast Terminals (Wallsville) 7401 Wallsville Rd. Houston, TX 77020					
Generator's Phone: (713) 672-2401		(713) 672-2401					
6. Transporter 1 Company Name		U.S. EPA ID Number					
CES Environmental Services, Inc.		TXD008950461					
7. Transporter 2 Company Name		U.S. EPA ID Number					
8. Designated Facility Name and Site Address		U.S. EPA ID Number					
CES Environmental Services, Inc. 4904 Griggs Rd. Houston TX, 77021							
Facility's Phone: (713) 676-1480		TXD008950461					
9a. HM	9b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))	10. Containers		11. Total Quantity	12. Unit WL/Vol.	13. Waste Codes	
		No.	Type				
	1. Non-RCRA/Non DOT regulated waste sludge	1	CM	14		99212191	
	2.						
	3.						
	4.						
14. Special Handling Instructions and Additional Information							
Folder ID: South Coast Terminals (South Coast-Wallsville)							
Tank 340 Spill Cleanup							
CES Job # - 38069							
11a) 1050 11b) 11c) 11d)							
15. GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations. If export shipment and I am the Primary Exporter, I certify that the contents of this consignment conform to the terms of the attached EPA Acknowledgment of Consent. I certify that the waste minimization statement identified in 40 CFR 262.27(a) (if I am a large quantity generator) or (b) (if I am a small quantity generator) is true.							
Generator's/Offeror's Printed/Typed Name		Signature		Month Day Year			
Chris Turner		Chris Turner		3/20/07			
16. International Shipments <input type="checkbox"/> Import to U.S. <input type="checkbox"/> Export from U.S. Port of entry/exit: Date leaving U.S.:							
Transporter signature (for exports only):							
17. Transporter Acknowledgment of Receipt of Materials							
Transporter 1 Printed/Typed Name		Signature		Month Day Year			
Bobby Rodriguez		Bobby Rodriguez		3/20/07			
Transporter 2 Printed/Typed Name		Signature		Month Day Year			
18. Discrepancy							
18a. Discrepancy Indication Space <input type="checkbox"/> Quantity <input type="checkbox"/> Type <input type="checkbox"/> Residue <input type="checkbox"/> Partial Rejection <input type="checkbox"/> Full Rejection							
Manifest Reference Number:							
18b. Alternate Facility (or Generator) U.S. EPA ID Number							
Facility's Phone:							
18c. Signature of Alternate Facility (or Generator) Month Day Year							
19. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)							
1. H141		2.		3.		4.	
20. Designated Facility Owner or Operator: Certification of receipt of hazardous materials covered by the manifest except as noted in item 18a							
Printed/Typed Name		Signature		Month Day Year			
ANTHONY C. TAYLOR		ANTHONY C. TAYLOR		3/29/07			



4804 Griggs Road
Houston, TX 77021
Tel. (713) 676-1460
Fax. (713) 676-1676

Transportation Work Ticket

Folder ID : South Coast Terminals (South Coast-Wallisville)
Tank 340 Spill Cleanup

Date : 3/20/2007 Manifest # : 001401303
South Coast Terminals (Wallisville)
Client : Ticket : 38069
Phone : 7136722401 Consignee : CES Environmental Services, Inc.
CES Environmental Services, Inc.
Transporter :

Signature Chris J. Jones Signature _____

Leave CES Yard : 10:15 AM	Arrive At Destination
Arrive At Customer : 10:45	Begin Unloading :
Begin Loading : 11:15	Finish Unloading :
Finish Loading : 11:35	Leave Destination :
Leave Customer : 11:45	Arrive At CES Yard :

Customer PO #:	Total Hours: 1 hr 30 mins	CES Unload: <input type="checkbox"/>
----------------	---------------------------	--------------------------------------

Gross Weight :	Ending Odometer : 289383
Tare Weight :	Beginning Odometer : 289367
Net Weight :	Total Miles : 16

Driver : Rodriguez, Bobby Tractor # : 273 Tote # :
Signature : [Signature] Trailer # : 253 Box # : 610

Job Comments/Equipment : Pick up loaded box # 610 from South Coast
Wallisville RD. Haul off to CES.

White (CES Office)

Yellow (CES Office / Billing)

Pink (CES Office / IFTA)

Golden Rod (Customer)

EPAHO093000596



Folder ID :	South Coast Terminals (South Coast-Wallisville) Tank 340 Spill Cleanup
--------------------	---

Driver :

Helper :

Time : 2nd

Trailer # 253

Look at your next paperwork for unloading instructions

CUSTOMER INFORMATION

AFTER HOURS CONTACT:

Name: _____

Number:

AFTER HOURS CONTACT:

Name:

Number:

☐ YES ☐ NO

HACSC REQUIRED: ☐ YES ☐ NO

IF YES, WHAT?

WASHOUT ANTICIPATED: ☐ YES ☐ NO

BOX LINER REQUIRED ☐ YES ☐ NO

BOX NUMBER:

CUSTOMER OWNS BOX: ☐ YES ☐ NO

CUSTOMER RENTED BOX: ☐ YES ☐ NO

DRUM DOLLY NEEDED: ☐ YES ☐ NO

PALLET JACK NEEDED: ☐ YES ☐ NO

LOADING FROM (I.e. Tank):

SIZE OF FITTING:

TYPE OF FITTING:

CAN CUSTOMER LOAD WITH FORKLIFT: ☐ YES ☐ NO

Note: Pallets are only good if they drive the forklift into the trailer. Otherwise, it is a huge and painful experience for the driver. If pallets are used, then the drums must be shrink wrapped.

FIELD SERVICE WORK

HELPER REQUIRED:

☐ YES

☐ NO

IF YES, HOW MANY?

EQUIPMENT NEEDED:

Monday, March 19, 2007

Page 2 of 2

EPAHO093000598

CES Environmental Services

Container / Tank Cleaning Division
4904 Griggs Rd. • Houston, TX 77021
Phone: (713) 676-1460 • Fax: (713) 676-1676

TANK WASH WORK ORDER

14063

PO # SOUTH COAST TANK 340 CLEAN UP	Customer: CES (South Coast)	Date: 3-20-07
Tractor	Address:	Time: 3:50
Trailer / Container Number 610	Dropped By: Bobby Rodriguez	Need By:

CONTAINER TYPE: ☐ TOTE BIN ☐ ROLL DOOR BOX ☐ ISO CONTAINER ☐ DRY BULK
☐ TANK TRAILER ☐ ROLL TARP BOX ☒ VACUUM BOX ☐ FRAC TANK ☐ POLY TANK ☐ VACUUM TRUCK

Compartment #	Last Contained	Heel - Hazardous	Heel - Non-Haz	Drum / Rolloff
1	Class 1 Sludge			
2				
3	NON-HAZ SOLIDS			
4				
5				

CLEANING CODES	WORK PERFORMED	TANK ENTRY PERMIT
1 Air Dry		Oxygen (19.5% -23.5%) #1 _____ #2 _____ #3 _____ #4 _____ #5 _____
2 Quick Rinse		LEL (<10%) #1 _____ #2 _____ #3 _____ #4 _____ #5 _____
3 Cold Water Rinse		CO ² (<35 ppm) #1 _____ #2 _____ #3 _____ #4 _____ #5 _____
4 Hot Water Rinse	✓	Toxic Vapor #1 _____ #2 _____ #3 _____ #4 _____ #5 _____
5 Steam Only (Per Hour)		Signature: _____
6 Steam & Dry		Stripper Usage: _____
7 Rinse, Steam & Dry		Comments: _____
8 Detergent Wash, Rinse & Dry	✓	
9 Caustic Wash & Dry		
10 Caustic Wash, Rinse & Dry		
11 Waste Water Surcharge	✓	
12 Solvent Wash (Diesel # Hours)		
13 Solvent Wash (Stripper)		
14 Exterior Tractor Wash		
15 Exterior Trailer Wash (w/o Internal)		
16 Exterior Trailer Wash (with Internal)		
17 Exterior Acid Brite Wash		Authorized Additional Services: _____
18 Hand Labor (# Men / # Hours)		
19 Hydroblaster (# Hours)		
20 Solvent Wash (Green Stripper)		
21 Passivation		
Hose Cleaning		
Pump Cleaning		

CES Environmental Services, Inc., Cleaning Division, makes no guarantee with respect to the thoroughness of the tank washing procedure or the total elimination of interior residues and/or moisture. Final inspection of the equipment remains the responsibility of the customer, and they hereby release CES Environmental Services, Inc., Cleaning Division, from any responsibility for claims arising from any allegations that the equipment was improperly cleaned, resulting in damage or loss.

CES Environmental Services, Inc., Cleaning Division, is in no manner responsible for any damages or losses of equipment and/or materials left in their yard.

Cleaned By: AR Date 3-21-07

Inspected By: _____ Date _____

Print Name: _____ Date _____

Signature: _____

EPAHO093000599



4904 Griggs Road
Houston, TX 77021
Tel. (713) 878-1480
Fax. (713) 878-1878

Transportation Work Ticket

Folder ID : South Coast Terminals (South Coast-Wallisville)
Tank 340 Spill Cleanup

Date : 3/21/2007 Manifest # :
South Coast Terminals (Wallisville)
Client : Ticket : 37952
Phone : 7136722401 Consignee :
CES Environmental Services, Inc.
Transporter :

Signature Signature

Leave CES Yard : 7:00 AM	Arrive At Destination
Arrive At Customer : 7:30 AM	Begin Unloading :
Begin Loading :	Finish Unloading :
Finish Loading :	Leave Destination :
Leave Customer : 5:00 PM	Arrive At CES Yard : 5:30 PM

Customer PO #:	Total Hours:	CES Unload: <input type="checkbox"/>
----------------	--------------	--------------------------------------

Gross Weight :	Ending Odometer :
Tare Weight :	Beginning Odometer :
Net Weight :	Total Miles :

Driver : Carrillo, Joe Tractor # : 425 Tote # :
Signature : [Signature] Trailer # : Box # :

Job Comments/Equipment : Took Jose R. A. Soto, Jack G. to help
Cleanup Spill. We Finish Filling Vacuum BixTM 040
We used Truck # 105 for a Vacuum. We used 100 ft
of 6" 7/8" Hose. Plus 25 Bags of Floor Dry.
10 Tyvek Suits, 12 Pairs of Gloves. And 5 Rolls
of Tape. Truck 105 Stayed at South Coast.
I drove with Soto on 105.

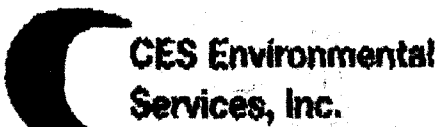
White (CES Office)

Yellow (CES Office / Billing)

Pink (CES Office / IFTA)

Golden Rod (Customer)

EPAHO093000600



4904 Griggs Road
Houston, TX 77021
Tel. (713) 876-1460
Fax. (713) 876-1676

Transportation Work Ticket

Folder ID : South Coast Terminals (South Coast-Wallisville)
Tank 340 Spill Cleanup

Date : 3/21/2007 Manifest # :
South Coast Terminals (Wallisville)
Client : Ticket : 37962
Phone : 7136722401 Consignee :
CES Environmental Services, Inc.
Transporter :
Signature Signature

Leave CES Yard : 7:00 AM	Arrive At Destination
Arrive At Customer : 7:30 AM	Begin Unloading :
Begin Loading :	Finish Unloading :
Finish Loading :	Leave Destination :
Leave Customer : 5:00 PM	Arrive At CES Yard : 5:30 AM

Customer PO #:

Total Hours:

CES Unload: ☐

Gross Weight :	Ending Odometer :
Tare Weight :	Beginning Odometer :
Net Weight :	Total Miles :

Driver : Carrillo, Joe Tractor # : 406 Tote # :
Signature : *CARRILLO JOE* Trailer # : Box # :

Job Comments/Equipment : Took Jose R, A. Soto, Jack G. to help
cleanup spill. We finish filling Vaeuna Biv 040
We used Truck # 105 for a vacuum. We used 100 ft
of 6" flex hose. Plus 25 bags of floor dry.
10 Tyvek suits, 12 pair of gloves. And 5 rolls
of tape. Truck 105 stayed at South Port.
I drove with A. Soto on 105.

White (CES Office)

Yellow (CES Office / Billing)

Pink (CES Office / IFTA)

Golden Rod (Customer)

EPAHO093000601



**CES Environmental
Services, Inc.**

JOB INFORMATION PROFILE

Folder ID : South Coast Terminals (South Coast-Wallisville)
Tank 340 Spill Cleanup

Customer : South Coast Terminals (Wallisville)

Address : 7401 Wallisville Rd.

City,State,Zip : Houston TX , 77020

CES Contact : Matt Bowman (713) 826 - 1329

Driver : [REDACTED]

Helper :

Date : 3/21/2007

Time : 0600

Truck # 105

Trailer #

Job Description :

Clean up spill and put material into the CES vac box

ID #: 37952

CUSTOMER INFORMATION

OPERATION HOURS:

Open :	
Close:	

SHIPPING/RECEIVING CONTACT:

Name:	
Number:	

AFTER HOURS CONTACT:

Name:	
Number:	

RECEIVING INFORMATION

OPERATION HOURS:

Open :	
Close:	

SHIPPING/RECEIVING CONTACT:

Name:	
Number:	

AFTER HOURS CONTACT:

Name:	
Number:	

PURCHASE ORDER NUMBER REQUIRED:

☐ YES ☐ NO

IF YES, P.O. #:

PPE REQUIRED:

☐ YES ☐ NO

IF YES, WHAT?

CAN CUSTOMER LOAD US:

☐ YES ☐ NO

ROPPER PUMP:

☐ YES ☐ NO

LOADING/UNLOADING TRAILER TYPE:

☐ REAR ☐ BELLY
☐ DOES NOT MATTER

BOX NUMBER:

CES OWNS BOX:

☐ YES ☐ NO

CES RENTED BOX:

☐ YES ☐ NO

CUSTOMER OWNS BOX:

☐ YES ☐ NO

CUSTOMER RENTED BOX:

☐ YES ☐ NO

AMOUNT OF HOSE NEEDED:

SIZE:

DRUM DOLLY NEEDED:

☐ YES ☐ NO

PALLET JACK NEEDED:

☐ YES ☐ NO

LOADING FROM (i.e. Tank):

SIZE OF FITTING:

TYPE OF FITTING:

CAN CUSTOMER LOAD WITH FORKLIFT: ☐ YES ☐ NO

Note: Pallets are only good if they drive the forklift into the trailer. Otherwise, it is a huge and painful experience for the driver. If pallets are used, then the drums must be shrink wrapped.

FIELD SERVICE WORK

HELPER REQUIRED:

☐ YES

☐ NO

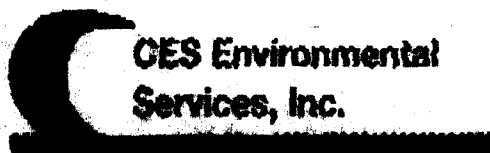
IF YES, HOW MANY?

EQUIPMENT NEEDED:

Tuesday, March 20, 2007

Page 2 of 2

EPAHO093000603



**CES Environmental
Services, Inc.**

4904 Griggs Road
Houston, TX 77021
Tel. (713) 676-1460
Fax. (713) 676-1876

Transportation Work Ticket

Folder ID : South Coast Terminals (South Coast-Wallisville)
Tank 340 Spill Cleanup

Date : 3/21/2007 **Manifest # :** _____

South Coast Terminals (Wallisville)

Client : _____ **Ticket :** 37957

Phone : 7136722401 **Consignee :** _____

CES Environmental Services, Inc.

Transporter : _____

Signature _____

Signature _____

Leave CES Yard : 7:05 AM	Arrive At Destination _____
Arrive At Customer : 7:36 AM	Begin Unloading : _____
Begin Loading : _____	Finish Unloading : _____
Finish Loading : _____	Leave Destination : _____
Leave Customer : 5:00 PM	Arrive At CES Yard : 5:29 PM

Customer PO #: _____

Total Hours: _____

CES Unload: ☐

Gross Weight : _____	Ending Odometer : 55341
Tare Weight : _____	Beginning Odometer : 55313
Net Weight : _____	Total Miles : 28

Driver : Soto, Andre **Tractor # :** 103 **Tote # :** _____

Signature : *Andre Soto* **Trailer # :** _____ **Box # :** _____

Job Comments/Equipment : _____

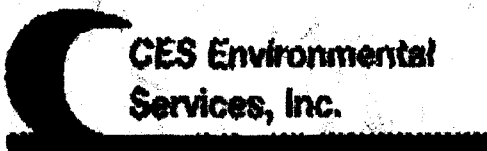
White (CES Office)

Yellow (CES Office / Billing)

Pink (CES Office / IFTA)

Golden Rod (Customer)

EPAHO093000604



**CES Environmental
Services, Inc.**

4904 Griggs Road
Houston, TX 77021
Tel. (713) 676-1480
Fax. (713) 676-1876

Transportation Work Ticket

Folder ID : South Coast Terminals (South Coast-Wallisville)
Tank 340 Spill Cleanup

Date : 3/21/2007 **Manifest # :** _____

South Coast Terminals (Wallisville)

Client : _____ **Ticket :** 37957

Phone : 7136722401 **Consignee :** _____

CES Environmental Services, Inc.

Transporter : _____

Signature _____

Signature _____

Leave CES Yard : 7:05 AM

Arrive At Destination _____

Arrive At Customer : 7:36 AM

Begin Unloading : _____

Begin Loading : _____

Finish Unloading : _____

Finish Loading : _____

Leave Destination : _____

Leave Customer : 5:00 PM

Arrive At CES Yard : 5:29 PM

Customer PO #: _____

Total Hours: _____

CES Unload: ☐

Gross Weight : _____

Ending Odometer : 55341

Tare Weight : _____

Beginning Odometer : 55313

Net Weight : _____

Total Miles : 28

Driver : Soto, Andre

Tractor # : 103

Tote # : _____

Signature : *Andre Soto*

Trailer # : _____

Box # : _____

Job Comments/Equipment : _____

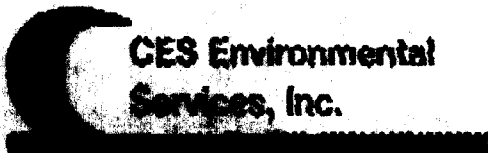
White (CES Office)

Yellow (CES Office / Billing)

Pink (CES Office / IFTA)

Golden Rod (Customer)

EPAHO093000605



**CES Environmental
Services, Inc.**

4904 Griggs Road
Houston, TX 77021
Tel. (713) 676-1480
Fax. (713) 676-1878

Transportation Work Ticket

Folder ID : South Coast Terminals (South Coast-Wallisville)
Tank 340 Spill Cleanup

Date : 3/22/2007 **Manifest # :** _____

South Coast Terminals (Wallisville)

Client : _____ **Ticket :** 37953

Phone : 7136722401 **Consignee :** _____

CES Environmental Services, Inc.

Transporter : _____

Signature _____

Signature _____

Leave CES Yard : 7:00 AM	Arrive At Destination _____
Arrive At Customer : 7:30 AM	Begin Unloading : _____
Begin Loading : _____	Finish Unloading : _____
Finish Loading : _____	Leave Destination : _____
Leave Customer : 5:15 PM	Arrive At CES Yard : 5:15 PM

Customer PO #: _____	Total Hours: _____	CES Unload: <input type="checkbox"/>
-----------------------------	---------------------------	---

Gross Weight : _____	Ending Odometer : _____
Tare Weight : _____	Beginning Odometer : _____
Net Weight : _____	Total Miles : _____

Driver : Carrillo, Joe **Tractor # :** 105 **Tote # :** _____
Signature : *Carrillo Joe* **Trailer # :** _____ **Box #** 276528

Job Comments/Equipment :

*Took Josep, A. Soto and Jack G. to
Hess Cleanup Spill. We used Tanner Presson & Unloading
We used Vacuum Truck #405 to Suck Waste under
into Vacuum Box 276528. We used 100 ft of
6" Flex Hose, 20 ft of 6" Alum Handpipe, 12
Pair of Chaps, 15 Truck Seats and 6 Rolls of 1" Type
Truck. Stayed at South Port. I drove with Soto.*

White (CES Office)

Yellow (CES Office / Billing)

Pink (CES Office / IFTA)

Golden Red (Customer)

EPAHO093000606



4904 Griggs Road
Houston, TX 77021
Tel. (713) 676-1460
Fax. (713) 676-1676

Transportation Work Ticket

Folder ID : South Coast Terminals (South Coast-Wallisville)
Tank 340 Spill Cleanup

Date : 3/22/2007 Manifest # :
South Coast Terminals (Wallisville)
Client : Ticket : 37963
Phone : 7136722401 Consignee :
CES Environmental Services, Inc.
Transporter :

Signature Signature

Leave CES Yard : 7:00 AM	Arrive At Destination
Arrive At Customer : 7:30 AM	Begin Unloading :
Begin Loading :	Finish Unloading :
Finish Loading :	Leave Destination :
Leave Customer : 5:15 PM	Arrive At CES Yard : 5:45 PM

Customer PO #:	Total Hours:	CES Unload: <input type="checkbox"/>
----------------	--------------	--------------------------------------

Gross Weight :	Ending Odometer :
Tare Weight :	Beginning Odometer :
Net Weight :	Total Miles :

Driver : Carrillo, Joe Tractor # : 105 Tote # :
Signature : [Signature] Trailer # : Box # 276528

Job Comments/Equipment : Took JESER, A. Soto Arch Jack G. to
Hep/Chump Spill. We used Trench Pressures & Waders.
We used Vacuum Truck #105 to suck water into
into Vacuum Box 276528. We used 100 ft of
6" Flex Hose, 20 ft of 6" Alum Hand pipe, 12
Pair of Chums, 15 Tyvek Suits and 6 Roll 5' Tape
Truck #105 stayed at South Coast. I drove with Set.

White (CES Office)

Yellow (CES Office / Billing)

Pink (CES Office / IFTA)

Golden Rod (Customer)



**CES Environmental
Services, Inc.**

JOB INFORMATION PROFILE

Folder ID : South Coast Terminals (South Coast-Wallisville)
Tank 340 Spill Cleanup

Customer : South Coast Terminals (Wallisville)

Driver : Carrillo, Joe

Address : 7401 Wallisville Rd.

Helper :

City,State,Zip : Houston TX , 77020

Date : 3/22/2007

Time : 0600

CES Contact : Matt Bowman (713) 826 - 1329

Truck # 105

Trailer #

Job Description :

Clean up spill and put material into the CES vac box

ID #: 37953

CUSTOMER INFORMATION

OPERATION HOURS:

Open :	
Close:	

SHIPPING/RECEIVING CONTACT:

Name:	
Number:	

AFTER HOURS CONTACT:

Name:	
Number:	

RECEIVING INFORMATION

OPERATION HOURS:

Open :	
Close:	

SHIPPING/RECEIVING CONTACT:

Name:	
Number:	

AFTER HOURS CONTACT:

Name:	
Number:	

PURCHASE ORDER NUMBER REQUIRED:

☐ YES ☐ NO

IF YES, P.O. #: _____

PPE REQUIRED:

☐ YES ☐ NO

IF YES, WHAT?

CAN CUSTOMER LOAD US:

☐ YES ☐ NO

ROPPER PUMP:

☐ YES ☐ NO

LOADING/UNLOADING TRAILER TYPE:

☐ REAR ☐ BELLY
☐ DOES NOT MATTER

BOX NUMBER: _____

CES OWNS BOX:

☐ YES ☐ NO

CUSTOMER OWNS BOX:

☐ YES ☐ NO

CES RENTED BOX:

☐ YES ☐ NO

CUSTOMER RENTED BOX:

☐ YES ☐ NO

AMOUNT OF HOSE NEEDED:

SIZE:

DRUM DOLLY NEEDED:

☐ YES ☐ NO

PALLET JACK NEEDED:

☐ YES ☐ NO

LOADING FROM (i.e. Tank):

SIZE OF FITTING:

TYPE OF FITTING:

CAN CUSTOMER LOAD WITH FORKLIFT: ☐ YES ☐ NO

Note: Pallets are only good if they drive the forklift into the trailer. Otherwise, it is a huge and painful experience for the driver. If pallets are used, then the drums must be shrink wrapped.

FIELD SERVICE WORK

HELPER REQUIRED:

☐ YES

☐ NO

IF YES, HOW MANY?

EQUIPMENT NEEDED:

Wednesday, March 21, 2007

Page 2 of 2



4904 Griggs Road
Houston, TX 77021
Tel. (713) 676-1460
Fax. (713) 676-1676

Transportation Work Ticket

Folder ID : South Coast Terminals (South Coast-Wallisville)
Tank 340 Spill Cleanup

Date : 3/22/2007 Manifest # : _____

South Coast Terminals (Wallisville)

Client : _____ Ticket : 37968

Phone : 7136722401 Consignee : _____

CES Environmental Services, Inc.

Transporter : _____

Signature _____ Signature _____

Leave CES Yard : <u>7:05 AM</u>	Arrive At Destination : _____
Arrive At Customer : <u>7:36 AM</u>	Begin Unloading : _____
Begin Loading : _____	Finish Unloading : _____
Finish Loading : _____	Leave Destination : _____
Leave Customer : <u>5:15 PM</u>	Arrive At CES Yard : <u>5:45 PM</u>

Customer PO #:

Total Hours:

CES Unload: ☐

Gross Weight : _____	Ending Odometer : <u>58267</u>
Tare Weight : _____	Beginning Odometer : <u>55341</u>
Net Weight : _____	Total Miles : <u>26</u>

Driver : Sato, Andre Tractor # : 103 Tote # : _____

Signature : Andre Sato Trailer # : _____ Box # : _____

Job Comments/Equipment : _____

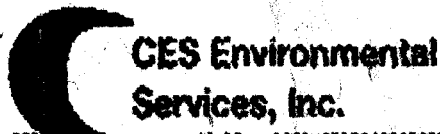
White (CES Office)

Yellow (CES Office / Billing)

Pink (CES Office / IFTA)

Golden Rod (Customer)

EPAHO093000610



4904 Griggs Road
Houston, TX 77021
Tel. (713) 676-1460
Fax. (713) 676-1676

Transportation Work Ticket

Folder ID : South Coast Terminals (South Coast-Wallisville)
Tank 340 Spill Cleanup

Date : 3/22/2007 Manifest # :
South Coast Terminals (Wallisville)
Client : Ticket : 37958
Phone : 7138722401 Consignee :
CES Environmental Services, Inc.
Transporter :
Signature Signature

Leave CES Yard : 7:05 AM	Arrive At Destination
Arrive At Customer : 7:36 AM	Begin Unloading :
Begin Loading :	Finish Unloading :
Finish Loading :	Leave Destination :
Leave Customer : 5:15 PM	Arrive At CES Yard : 5:45 PM

Customer PO #:	Total Hours:	CES Unload: <input type="checkbox"/>
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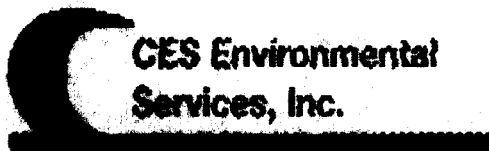
Gross Weight :	Ending Odometer : 55267
Tare Weight :	Beginning Odometer : 55341
Net Weight :	Total Miles : 26

Driver : Soto, Andre Tractor # : 103 Tote # :
Signature : Andres Soto Trailer # : Box # :

Job Comments/Equipment :

UNIFORM HAZARDOUS WASTE MANIFEST		1. Generator ID Number TXD056267230	2. Page 1 of 1	3. Emergency Response Phone (713) 672-2401	4. Manifest Tracking Number 001401374 JJK				
5. Generator's Name and Mailing Address South Coast Terminals (Wallisville) 7401 Wallisville Road Houston, TX 77020 Generator's Phone: (713) 672-2401		Generator's Site Address (if different than mailing address) South Coast Terminals (Wallisville) 7401 Wallisville Rd. Houston, TX 77020 (713) 672-2401							
6. Transporter 1 Company Name CES Environmental Services, Inc.		U.S. EPA ID Number TXD008950461							
7. Transporter 2 Company Name		U.S. EPA ID Number							
8. Designated Facility Name and Site Address CES Environmental Services, Inc. 4904 Griggs Rd. Houston TX, 77021 Facility's Phone: (713) 878-1480		U.S. EPA ID Number TXD008950461							
9a. HM	9b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))			10. Containers		11. Total Quantity	12. Unit Wt./Vol.	13. Waste Codes	
	1. Non-RCRA/Non DOT regulated waste sludge			No.	Type				
				1	CM	15	Y	992	2191
	2.								
	3.								
4.									
14. Special Handling Instructions and Additional Information Hazard ID: South Coast Terminals (South Coast-Wallisville) Tank 340 Spill Cleanup 11a) 1050 11b) 11c) 11d) CES Job # - 38251									
15. GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations. If export shipment and I am the Primary Exporter, I certify that the contents of this consignment conform to the terms of the attached EPA Acknowledgment of Consent. I certify that the waste minimization statement identified in 40 CFR 262.27(a) (if I am a large quantity generator) or (b) (if I am a small quantity generator) is true.									
Generator's/Officer's Printed/Typed Name <i>Kendrick Goch</i>					Signature <i>Kendrick Goch</i>		Month Day Year 13 12 07		
16. International Shipments <input type="checkbox"/> Import to U.S. <input type="checkbox"/> Export from U.S. Port of entry: Date leaving U.S.:									
17. Transporter Acknowledgment of Receipt of Materials Transporter 1 Printed/Typed Name <i>Carney</i> Signature <i>Carney</i> Month Day Year 03 12 07 Transporter 2 Printed/Typed Name Signature Month Day Year									
18. Discrepancy 18a. Discrepancy Indication Space <input type="checkbox"/> Quantity <input type="checkbox"/> Type <input type="checkbox"/> Residue <input type="checkbox"/> Partial Rejection <input type="checkbox"/> Full Rejection Manifest Reference Number: U.S. EPA ID Number									
18b. Alternate Facility (or Generator) U.S. EPA ID Number									
Facility's Phone:									
18c. Signature of Alternate Facility (or Generator) Month Day Year									
19. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)									
1. H141		2.		3.		4.			
20. Designated Facility Owner or Operator: Certification of receipt of hazardous materials covered by the manifest except as noted in item 18a									
Printed/Typed Name <i>ANTHONY CUTAIA</i>					Signature <i>[Signature]</i>		Month Day Year 03 12 07		

UNIFORM HAZARDOUS WASTE MANIFEST		1. Generator ID Number TXD056267230	2. Page 1 of 1	3. Emergency Response Phone (713) 672-2401	4. Manifest Tracking Number 001401374 JJK	
5. Generator's Name and Mailing Address South Coast Terminals (Wallerville) 7401 Wallerville Road Houston, TX 77020		Generator's Site Address (if different than mailing address) South Coast Terminals (Wallerville) 7401 Wallerville Rd. Houston, TX 77020 (713) 672-2401				
Generator's Phone: (713) 672-2401		U.S. EPA ID Number TXD008950461				
6. Transporter 1 Company Name CES Environmental Services, Inc.		U.S. EPA ID Number				
7. Transporter 2 Company Name		U.S. EPA ID Number				
8. Designated Facility Name and Site Address CES Environmental Services, Inc. 4904 Griggs Rd. Houston TX, 77021		U.S. EPA ID Number TXD008950461				
Facility's Phone: (713) 676-1460						
9a. HM	9b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))	10. Containers No. Type		11. Total Quantity	12. Unit Wt/Vol.	13. Waste Codes
	1. Non-RCRA Non DOT regulated waste sludge	1	CM	15	Y	992 2191
	2.					
	3.					
	4.					
14. Special Handling Instructions and Additional Information Owner ID: South Coast Terminals (South Coast-Wallerville) Tank 340 Spill Cleanup						
CES Job #: 38261						
11a) 1050 11b) 11c) 11d)						
15. GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations. If export shipment and I am the Primary Exporter, I certify that the contents of this consignment conform to the terms of the attached EPA Acknowledgment of Consent. I certify that the waste minimization statement identified in 40 CFR 262.27(a) (if I am a large quantity generator) or (b) (if I am a small quantity generator) is true.						
Generator's/Offeror's Printed/Typed Name <i>Andrich John</i>		Signature <i>Andrich John</i>			Month Day Year <i>03/22/07</i>	
16. International Shipments <input type="checkbox"/> Import to U.S. <input type="checkbox"/> Export from U.S. Port of entry/exit: _____ Date leaving U.S.: _____						
17. Transporter Acknowledgment of Receipt of Materials						
Transporter 1 Printed/Typed Name <i>Frank J. Conner</i>		Signature <i>Frank J. Conner</i>			Month Day Year <i>03/22/07</i>	
Transporter 2 Printed/Typed Name		Signature			Month Day Year	
18. Discrepancy						
18a. Discrepancy Indication Space <input type="checkbox"/> Quantity <input type="checkbox"/> Type <input type="checkbox"/> Residue <input type="checkbox"/> Partial Rejection <input type="checkbox"/> Full Rejection						
Manifest Reference Number:						
18b. Alternate Facility (or Generator) U.S. EPA ID Number						
Facility's Phone:						
18c. Signature of Alternate Facility (or Generator) Month Day Year						
19. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)						
1. H141		2.		3.		4.
20. Designated Facility Owner or Operator: Certification of receipt of hazardous materials covered by the manifest except as noted in item 18a						
Printed/Typed Name: <i>ANTHONY CUTAIA</i>		Signature <i>[Signature]</i>			Month Day Year <i>03/23/07</i>	



**CES Environmental
Services, Inc.**

4904 Griggs Road
Houston, TX 77021
Tel. (713) 676-1460
Fax. (713) 676-1676

Transportation Work Ticket

Folder ID : South Coast Terminals (South Coast-Wallisville)
Tank 340 Spill Cleanup

Date : 3/22/2007

Manifest # : 001401374-JJK

South Coast Terminals (Wallisville)

Client : _____

Ticket : 38261

Phone : 7136722401

CES Environmental Services, Inc.

Consignee : _____

CES Environmental Services, Inc.

Transporter : _____

Signature Kendrick

Signature _____

Leave CES Yard : 7:00

Arrive At Destination 11:00

Arrive At Customer : 8:00

Begin Unloading : 11:15

Begin Loading : 8:10

Finish Unloading : 12:15

Finish Loading : 9:00

Leave Destination : 12:30

Leave Customer : 9:15

Arrive At CES Yard : _____

Customer PO #:

Total Hours:

CES Unload: ☐

Gross Weight : _____

Ending Odometer : 107993

Tare Weight : _____

Beginning Odometer : 107979

Net Weight : _____

Total Miles : 15

Driver : Campos, Guadalupe

Tractor # : 287

Tote # : _____

Signature : [Signature]

Trailer # : 253

Box # : 640

Job Comments/Equipment : Make Blind Transfer

TAKE Box Back To South Coast

Arrive Also Late 2:20

White (CES Office)

Yellow (CES Office / Billing)

Pink (CES Office / IFTA)

Golden Rod (Customer)

EPAHO093000614



**CES Environmental
Services, Inc.**

JOB INFORMATION PROFILE

Folder ID : South Coast Terminals (South Coast-Wallisville)
Tank 340 Spill Cleanup

Customer : South Coast Terminals (Wallisville)

Driver : Campos, Guadalupe

Address : 7401 Wallisville Rd.

Helper :

City, State, Zip : Houston TX , 77020

Date : 3/22/2007

Time : 0600

CES Contact : Matt Bowman (713) 826 - 1329

Truck # 287

Trailer # 253

Job Description :

Pickup the box containing sludge as directed

Look at your next paperwork for unloading instructions

ID #: 38261

CUSTOMER INFORMATION

OPERATION HOURS:

SHIPPING/RECEIVING CONTACT:

AFTER HOURS CONTACT:

Open :		Name:		Name:	
Close:		Number:		Number:	

RECEIVING INFORMATION

OPERATION HOURS:

SHIPPING/RECEIVING CONTACT:

AFTER HOURS CONTACT:

Open :		Name:		Name:	
Close:		Number:		Number:	

PURCHASE ORDER NUMBER REQUIRED:

☐ YES ☐ NO

IF YES, P.O. #: _____

PPE REQUIRED:

☐ YES ☐ NO

IF YES, WHAT?

HACSC REQUIRED:

☐ YES ☐ NO

IF YES, WHAT?

CAN CUSTOMER LOAD US :

☐ YES ☐ NO

WASHOUT ANTICIPATED:

☐ YES ☐ NO

ROPPER PUMP:

☐ YES ☐ NO

BOX LINER REQUIRED

☐ YES ☐ NO

LOADING/UNLOADING TRAILER TYPE:

☐ REAR ☐ BELLY
☐ DOES NOT MATTER

BOX NUMBER: _____

CES OWNS BOX:

☐ YES ☐ NO

CUSTOMER OWNS BOX:

☐ YES ☐ NO

CES RENTED BOX:

☐ YES ☐ NO

CUSTOMER RENTED BOX:

☐ YES ☐ NO

AMOUNT OF HOSE NEEDED:

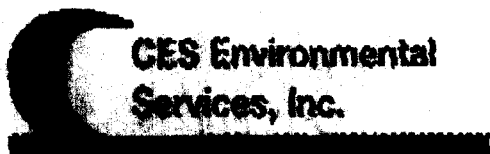
SIZE:

DRUM DOLLY NEEDED:

☐ YES ☐ NO

PALLET JACK NEEDED:

☐ YES ☐ NO



4904 Griggs Road
Houston, TX 77021
Tel. (713) 876-1460
Fax. (713) 876-1676

Transportation Work Ticket

Folder ID : South Coast Terminals (South Coast-Wallisville)
Tank 340 Spill Cleanup

Date : 3/23/2007 Manifest # : _____

South Coast Terminals (Wallisville)

Client : _____ Ticket : 37954

Phone : 7136722401 Consignee : _____

CES Environmental Services, Inc.

Transporter : _____

Signature _____

Signature _____

Leave CES Yard : 7:00 AM	Arrive At Destination : _____
Arrive At Customer : 7:30 AM	Begin Unloading : _____
Begin Loading : _____	Finish Unloading : _____
Finish Loading : _____	Leave Destination : 3:15 PM
Leave Customer : 3:15 PM	Arrive At CES Yard : 5:45 PM

Customer PO # : _____	Total Hours : _____	CES Unload: <input type="checkbox"/>
-----------------------	---------------------	--------------------------------------

Gross Weight : _____	Ending Odometer : 211842
Tare Weight : _____	Beginning Odometer : 211830
Net Weight : _____	Total Miles : 12

Driver : Carrillo, Joe Tractor # : 105 Tote # : _____
Signature : Carrillo, Joe Trailer # : _____ Box # : 276528

Job Comments/Equipment : Took Joser A. Soto, Jack C. to help
finish cleaning up spill. We used Thru Pressure
Wagon's. We used Truck 105 to suck up waste water
into Vacuum Box # 276528. We used 100' 3/4" E 6"
flex hose. We used 8 Tyvek Suits, 8 pairs 12" gloves.
And 4 rolls of tape. 20 bags of floor mats. We
finish Sub.

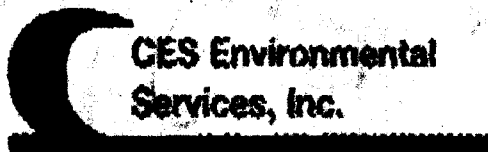
White (CES Office)

Yellow (CES Office / Billing)

Pink (CES Office / IFTA)

Golden Rod (Customer)

EPAHO093000616



**CES Environmental
Services, Inc.**

4904 Griggs Road
Houston, TX 77021
Tel. (713) 876-1460
Fax. (713) 876-1676

Transportation Work Ticket

Folder ID : South Coast Terminals (South Coast-Wallisville)
Tank 340 Spill Cleanup

Date : 3/23/2007 Manifest # :
South Coast Terminals (Wallisville)
Client : Ticket : 37964
Phone : 7135722401 Consignee :
CES Environmental Services, Inc.
Transporter :
Signature Signature

Leave CES Yard : 7:00 AM	Arrive At Destination
Arrive At Customer : 7:30 PM	Begin Unloading :
Begin Loading :	Finish Unloading :
Finish Loading :	Leave Destination : 3:00 PM
Leave Customer : 3:15 PM	Arrive At CES Yard : 3:45 PM

Customer PO #:	Total Hours:	CES Unload: <input type="checkbox"/>
----------------	--------------	--------------------------------------

Gross Weight :	Ending Odometer : 211842
Tare Weight :	Beginning Odometer : 211830
Net Weight :	Total Miles : 12

Driver : Carrillo, Joe Tractor # : 105 Tote # :
Signature : Carrillo, Joe Trailer # : Box # : 276528

Job Comments/Equipment : Took Jose R. A. Soto, Jack C. to Help
Finish cleaning up spill. We used Thru Pressure
Wagon. We used Truck 105 to suck up Waste Water
into Vacuum Boat 276528. We used 100 ft. E.C.
Flex Hose. We used 8 Tyvek Suits. 8 Pair of Gloves.
And 4 Roll of Tape 21 Bag of Floor Poly. We
Finish Job.

White (CES Office) Yellow (CES Office / Billing) Pink (CES Office / IFTA) Golden Rod (Customer)

EPAHO093000617



**CES Environmental
Services, Inc.**

JOB INFORMATION PROFILE

Folder ID : **South Coast Terminals (South Coast-Wallisville)
Tank 340 Spill Cleanup**

Customer : South Coast Terminals (Wallisville)

Driver : Carrillo, Joe

Address : 7401 Wallisville Rd.

Helper :

City,State,Zip : Houston TX , 77020

Date : 3/23/2007

Time : 0600

CES Contact : Matt Bowman (713) 826 - 1329

Truck # 105

Trailer #

Job Description :

Clean up spill and put material into the CES vac box

ID #: 37954

CUSTOMER INFORMATION

OPERATION HOURS:

Open :	
Close:	

SHIPPING/RECEIVING CONTACT:

Name:	
Number:	

AFTER HOURS CONTACT:

Name:	
Number:	

RECEIVING INFORMATION

OPERATION HOURS:

Open :	
Close:	

SHIPPING/RECEIVING CONTACT:

Name:	
Number:	

AFTER HOURS CONTACT:

Name:	
Number:	

PURCHASE ORDER NUMBER REQUIRED:

☐ YES ☐ NO

IF YES, P.O. #:

PPE REQUIRED:

☐ YES ☐ NO

IF YES, WHAT?

CAN CUSTOMER LOAD US:

☐ YES ☐ NO

ROPPER PUMP:

☐ YES ☐ NO

LOADING/UNLOADING TRAILER TYPE

☐ REAR ☐ BELLY
☐ DOES NOT MATTER

HACSC REQUIRED:

☐ YES ☐ NO

IF YES, WHAT?

WASHOUT ANTICIPATED:

☐ YES ☐ NO

BOX LINER REQUIRED

☐ YES ☐ NO

BOX NUMBER:

CES OWNS BOX:

☐ YES ☐ NO

CUSTOMER OWNS BOX:

☐ YES ☐ NO

CES RENTED BOX:

☐ YES ☐ NO

CUSTOMER RENTED BOX:

☐ YES ☐ NO

AMOUNT OF HOSE NEEDED:

SIZE:

DRUM DOLLY NEEDED:

☐ YES ☐ NO

PALLET JACK NEEDED:

☐ YES ☐ NO

EPAHO093000618

LOADING FROM (i.e. Tank):

SIZE OF FITTING:

TYPE OF FITTING:

CAN CUSTOMER LOAD WITH FORKLIFT: ☐ YES ☐ NO

Note: Pallets are only good if they drive the forklift into the trailer. Otherwise, it is a huge and painful experience for the driver. If pallets are used, then the drums must be shrink wrapped.

FIELD SERVICE WORK

HELPER REQUIRED: ☐ YES ☐ NO

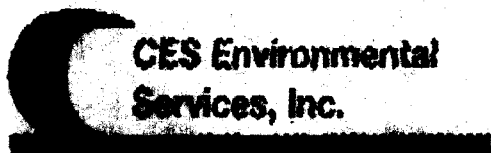
IF YES, HOW MANY?

EQUIPMENT NEEDED:

Thursday, March 22, 2007

Page 2 of 2

EPAHO093000619



**CES Environmental
Services, Inc.**

4904 Griggs Road
Houston, TX 77021
Tel. (713) 676-1460
Fax. (713) 676-1676

Transportation Work Ticket

Folder ID : South Coast Terminals (South Coast-Wallisville)
Tank 340 Spill Cleanup

Date : 3/23/2007 **Manifest # :** _____

South Coast Terminals (Wallisville)

Client : _____ **Ticket :** 37959

Phone : 7136722401 **Consignee :** _____

CES Environmental Services, Inc.

Transporter : _____

Signature _____

Signature _____

Leave CES Yard : 7:00 AM

Arrive At Destination _____

Arrive At Customer : 7:30 AM

Begin Unloading : _____

Begin Loading : _____

Finish Unloading : _____

Finish Loading : _____

Leave Destination : _____

Leave Customer : 3:15 PM

Arrive At CES Yard : 3:47 PM

Customer PO #: _____

Total Hours: _____

CES Unload: ☐

Gross Weight : _____

Ending Odometer : 55394

Tare Weight : _____

Beginning Odometer : 55369

Net Weight : _____

Total Miles : 27

Driver : Soto, Andre

Tractor # : 103

Tote # : _____

Signature : Andres Soto

Trailer # : _____

Box # : _____

Job Comments/Equipment : _____

White (CES Office)

Yellow (CES Office / Billing)

Pink (CES Office / IFTA)

Golden Rod (Customer)

EPAHO093000620



**CES Environmental
Services, Inc.**

4904 Griggs Road
Houston, TX 77021
Tel. (713) 676-1460
Fax. (713) 676-1876

Transportation Work Ticket

Folder ID : South Coast Terminals (South Coast-Wallisville)
Tank 340 Spill Cleanup

Date : 3/23/2007 **Manifest # :** _____

South Coast Terminals (Wallisville)

Client : _____ **Ticket :** 37959

Phone : 7136722401 **Consignee :** _____

CES Environmental Services, Inc.

Transporter : _____

Signature _____

Signature _____

Leave CES Yard : 7:00 AM

Arrive At Destination _____

Arrive At Customer : 7:30 AM

Begin Unloading : _____

Begin Loading : _____

Finish Unloading : _____

Finish Loading : _____

Leave Destination : _____

Leave Customer : 3:15 PM

Arrive At CES Yard : 3:47 PM

Customer PO #: _____

Total Hours: _____

CES Unload: ☐

Gross Weight : _____

Ending Odometer : 55394

Tare Weight : _____

Beginning Odometer : 55369

Net Weight : _____

Total Miles : 27

Driver : Soto, Andre

Tractor # : 103

Tote # : _____

Signature : *Andres Soto*

Trailer # : _____

Box # : _____

Job Comments/Equipment : _____

White (CES Office)

Yellow (CES Office / Billing)

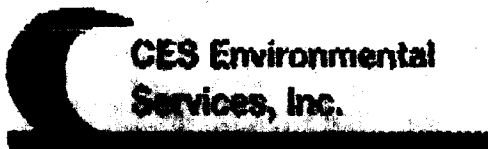
Pink (CES Office / IFTA)

Golden Rod (Customer)

EPAHO093000621

UNIFORM HAZARDOUS WASTE MANIFEST		1. Generator ID Number TXD056267230	2. Page 1 of 1	3. Emergency Response Phone (713) 672-2401	4. Manifest Tracking Number 001398025 JJK	
5. Generator's Name and Mailing Address South Coast Terminals (Wallisville) 7401 Wallisville Road Houston, TX 77020			Generator's Site Address (if different than mailing address) South Coast Terminals (Wallisville) 7401 Wallisville Rd. Houston, TX 77020			
Generator's Phone: (713) 672-2401			Generator's Phone: (713) 672-2401			
6. Transporter 1 Company Name CES Environmental Services, Inc.			U.S. EPA ID Number TXD008950461			
7. Transporter 2 Company Name			U.S. EPA ID Number			
8. Designated Facility Name and Site Address CES Environmental Services, Inc. 4904 Griggs Rd. Houston TX, 77021			U.S. EPA ID Number TXD008950461			
Facility's Phone: (713) 678-1460						
9a. HM	9b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))	10. Containers No. Type		11. Total Quantity	12. Unit WL/Vol.	13. Waste Codes
	1. Non-RCRA/Non DOT regulated waste sludge	1 CM		15	Y	992 2191
	2.					
	3.					
	4.					
14. Special Handling Instructions and Additional Information Picked up at: South Coast Terminals (South Coast-Wallisville) CES Job # - 36397 Tank 340 Spill Cleanup 11a) 1060 11b) 11c) 11d)						
15. GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations. If export shipment and I am the Primary Exporter, I certify that the contents of this consignment conform to the terms of the attached EPA Acknowledgment of Consent. I certify that the waste minimization statement identified in 40 CFR 262.27(a) (if I am a large quantity generator) or (b) (if I am a small quantity generator) is true.						
Generator's/Officer's Printed/Typed Name DEXTER GAINES		Signature <i>Dexter Gaines</i>		Month 3	Day 27	Year 07
16. International Shipments <input type="checkbox"/> Import to U.S. <input type="checkbox"/> Export from U.S. Port of entry/exit: _____ Transporter signature (for exports only): _____ Date leaving U.S.: _____						
17. Transporter Acknowledgment of Receipt of Materials						
Transporter 1 Printed/Typed Name MATTHEW TAYLOR		Signature <i>Matthew Taylor</i>		Month 3	Day 27	Year 07
Transporter 2 Printed/Typed Name		Signature		Month	Day	Year
18. Discrepancy						
18a. Discrepancy Indication Space <input type="checkbox"/> Quantity <input type="checkbox"/> Type <input type="checkbox"/> Residue <input type="checkbox"/> Partial Rejection <input type="checkbox"/> Full Rejection						
Manifest Reference Number: _____						
18b. Alternate Facility (or Generator) U.S. EPA ID Number						
Facility's Phone: _____						
18c. Signature of Alternate Facility (or Generator) Month Day Year						
19. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)						
1. H141	2.	3.	4.			
20. Designated Facility Owner or Operator: Certification of receipt of hazardous materials covered by the manifest except as noted in Item 18a						
Printed/Typed Name ANTHONY CURTIS		Signature <i>Anthony Curtis</i>		Month 03	Day 27	Year 07

UNIFORM HAZARDOUS WASTE MANIFEST		1. Generator ID Number TXDD056267230	2. Page 1 of	3. Emergency Response Phone (713) 672-2401	4. Manifest Tracking Number 001398025 JJK	
5. Generator's Name and Mailing Address South Coast Terminals (Wallsville) 7401 Wallsville Road Houston, TX 77020		Generator's Site Address (if different than mailing address) South Coast Terminals (Wallsville) 7401 Wallsville Rd. Houston, TX 77020				
Generator's Phone: (713) 672-2401		U.S. EPA ID Number TXDD08950461				
6. Transporter 1 Company Name CES Environmental Services, Inc.		U.S. EPA ID Number				
7. Transporter 2 Company Name		U.S. EPA ID Number				
8. Designated Facility Name and Site Address CES Environmental Services, Inc. 4904 Griggs Rd. Houston TX, 77021		U.S. EPA ID Number TXDD08950461				
Facility's Phone: (713) 678-1480						
9a. HM	9b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))	10. Containers No. Type		11. Total Quantity	12. Unit Wt./Vol.	13. Waste Codes
	1. Non-RCRA Non DOT regulated waste sludge	1	GM	15	Y	99212191
	2.					
	3.					
	4.					
14. Special Handling Instructions and Additional Information South Coast Terminals (South Coast-Wallsville) Tank 340 Spill Cleanup 11a) 1000 11b) 11c) 11d) CES Job # - 39397						
15. GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/packaged, and are in all respects in proper condition for transport according to applicable international and national governmental regulations. If export shipment and I am the Primary Exporter, I certify that the contents of this consignment conform to the terms of the attached EPA Acknowledgment of Consent. I certify that the waste minimization statement identified in 40 CFR 262.27(a), (if I am a large quantity generator) or (b) (if I am a small quantity generator) is true.						
Generator's/Officer's Printed/Typed Name DEXTER GATNER		Signature <i>DEXTER GATNER</i>		Month Day Year 13 12 07		
16. International Shipments <input type="checkbox"/> Import to U.S. <input type="checkbox"/> Export from U.S. Port of entry/exit: _____ Date leaving U.S.: _____						
17. Transporter Acknowledgment of Receipt of Materials						
Transporter 1 Printed/Typed Name MATTHEW TAYLOR		Signature <i>Matthew Taylor</i>		Month Day Year 13 12 07		
Transporter 2 Printed/Typed Name		Signature		Month Day Year		
18. Discrepancy						
18a. Discrepancy Indication Space <input type="checkbox"/> Quantity <input type="checkbox"/> Type <input type="checkbox"/> Residue <input type="checkbox"/> Partial Rejection <input type="checkbox"/> Full Rejection						
Manifest Reference Number: _____						
18b. Alternate Facility (or Generator) U.S. EPA ID Number						
Facility's Phone: _____						
18c. Signature of Alternate Facility (or Generator) Month Day Year						
19. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)						
1. H141	2.	3.	4.			
20. Designated Facility Owner or Operator: Certification of receipt of hazardous materials covered by the manifest except as noted in Item 18a						
Printed/Typed Name JOHN GUTTA		Signature <i>JOHN GUTTA</i>		Month Day Year 03 07 07		



**CES Environmental
Services, Inc.**

4904 Griggs Road
Houston, TX 77021
Tel. (713) 676-1460
Fax. (713) 676-1676

Transportation Work Ticket

Folder ID : South Coast Terminals (South Coast-Wallisville)
Tank 340 Spill Cleanup

Date : 3/27/2007 **Manifest # :** _____

South Coast Terminals (Wallisville)

Client : _____ **Ticket :** 38397

Phone : 7136722401 **Consignee :** CES Environmental Services, Inc.

CES Environmental Services, Inc.

Transporter : _____

Signature *[Signature]*

Signature _____

Leave CES Yard : 7:15

Arrive At Destination _____

Arrive At Customer : 7:50

Begin Unloading : _____

Begin Loading : _____

Finish Unloading : _____

Finish Loading : _____

Leave Destination : _____

Leave Customer : 8:15

Arrive At CES Yard : _____

Customer PO #: _____

Total Hours: _____

CES Unload: ☐

Gross Weight : _____

Ending Odometer : _____

Tare Weight : _____

Beginning Odometer : 136111

Net Weight : _____

Total Miles : _____

Driver : Taylor, Matthew

Tractor # : 202 108

Tote # : _____

Signature : *[Signature]*

Trailer # : 207

Box # : 276528

Job Comments/Equipment : _____

White (CES Office)

Yellow (CES Office / Billing)

Pink (CES Office / IFTA)

Golden Rod (Customer)

EPAHO093000624



**CES Environmental
Services, Inc.**

4904 Griggs Road
Houston, TX 77021
Tel. (713) 676-1460
Fax. (713) 676-1676

Transportation Work Ticket

Folder ID : Class I Sludge [TSDF]

Date : 3/27/2007 Manifest # :
Client : CES Environmental Services, Inc. (TSDF) Ticket : 38399
Phone : 7136761460 Consignee : Republic Waste Services of Texas, LTD
Transporter : CES Environmental Services, Inc.

Signature _____ Signature _____

Leave CES Yard : 7:50	Arrive At Destination
Arrive At Customer : 7:55	Begin Unloading :
Begin Loading : 8:00	Finish Unloading :
Finish Loading : 7:15	Leave Destination :
Leave Customer :	Arrive At CES Yard :

Customer PO #:

Total Hours:

CES Unload: ☐

Gross Weight :	Ending Odometer : 136111
Tare Weight :	Beginning Odometer :
Net Weight :	Total Miles :

Driver : Taylor, Matthew Tractor # : 282 Tote # : 2716528
Signature : Trailer # : 207 Box # :

Job Comments/Equipment :

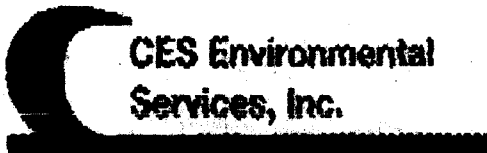
White (CES Office)

Yellow (CES Office / Billing)

Pink (CES Office / IFTA)

Golden Rod (Customer)

EPAHO093000625



**CES Environmental
Services, Inc.**

4904 Griggs Road
Houston, TX 77021
Tel. (713) 676-1460
Fax. (713) 676-1676

Transportation Work Ticket

Folder ID : South Coast Terminals (South Coast-Wallisville)
Tank 340 Spill Cleanup

Date : 3/27/2007 Manifest # : _____

South Coast Terminals (Wallisville)

Client : _____ Ticket : 38396

Phone : 7136722401 Consignee : CES Environmental Services, Inc.

CES Environmental Services, Inc.

Transporter : _____

Signature *Matthew Taylor* Signature _____

Leave CES Yard : <u>3:45</u>	Arrive At Destination : _____
Arrive At Customer : <u>3:05</u>	Begin Unloading : _____
Begin Loading : <u>3:10</u>	Finish Unloading : _____
Finish Loading : <u>3:15</u>	Leave Destination : _____
Leave Customer : _____	Arrive At CES Yard : <u>4:00</u>

Customer PO #:

Total Hours:

CES Unload: ☐

Gross Weight : _____	Ending Odometer : <u>136285</u>
Tare Weight : _____	Beginning Odometer : <u>136254</u>
Net Weight : _____	Total Miles : <u>31</u>

Driver : Taylor, Matthew Tractor # : 202 108 Tote # : _____

Signature : *Matthew Taylor* Trailer # : 207 Box # : 640

Job Comments/Equipment : Box Empty

White (CES Office)

Yellow (CES Office / Billing)

Pink (CES Office / IFTA)

Golden Rod (Customer)

EPAHO093000626

CES Environmental Services

Container / Tank Cleaning Division

4904 Griggs Rd. • Houston, TX 77021

Phone: (713) 676-1460 • Fax: (713) 676-1676

TANK WASH WORK ORDER**14370**

PO # <u>SOUTH COAST SPILL</u>	Customer: <u>CES</u>	Date: <u>3/27/07</u>
Tractor	Address:	Time:
Trailer / Container Number <u>640</u>	Dropped By:	Need By:

CONTAINER TYPE: ☐ TOTE BIN ☐ ROLL DOOR BOX ☐ ISO CONTAINER ☐ DRY BULK
☐ TANK TRAILER ☐ ROLL TARP BOX ☒ VACUUM BOX ☐ FRAC TANK ☐ POLY TANK ☐ VACUUM TRUCK

Compartment #	Last Contained	Heel - Hazardous	Heel - Non-Haz	Drum / Rolloff
1	<u>NON HAZ SOLIDS</u>			
2				
3				
4				
5				

CLEANING CODES	WORK PERFORMED	TANK ENTRY PERMIT
1 Air Dry		Oxygen (19.5% -23.5%) #1 <u>20.9</u> #2 _____ #3 _____ #4 _____ #5 _____
2 Quick Rinse		LEL (<10%) #1 <u>0</u> #2 _____ #3 _____ #4 _____ #5 _____
3 Cold Water Rinse		CO ² (<35 ppm) #1 <u>0</u> #2 _____ #3 _____ #4 _____ #5 _____
4 Hot Water Rinse		Toxic Vapor #1 <u>0</u> #2 _____ #3 _____ #4 _____ #5 _____
5 Steam Only (Per Hour)		Signature: <u>JL</u>
6 Steam & Dry		Stripper Usage:
7 Rinse, Steam & Dry		Comments:
8 Detergent Wash, Rinse & Dry	✓	
9 Caustic Wash & Dry		
10 Caustic Wash, Rinse & Dry		
11 Waste Water Surcharge	✓	
12 Solvent Wash (Diesel # Hours)		
13 Solvent Wash (Stripper)		
14 Exterior Tractor Wash		
15 Exterior Trailer Wash (w/o Internal)		
16 Exterior Trailer Wash (with Internal)		
17 Exterior Acid Brite Wash		Authorized Additional Services:
18 Hand Labor (# Men / # Hours)		
19 Hydroblaster (# Hours)		
20 Solvent Wash (Green Stripper)		
21 Passivation		
Hose Cleaning		
Pump Cleaning		

Cleaned By: JL Date 03/28/07

Inspected By: _____ Date _____

Print Name: _____ Date _____

Signature: _____

CES Environmental Services, Inc., Cleaning Division, makes no guarantees with respect to the thoroughness of the tank washing procedure or the total elimination of interior residues and/or moisture. Final inspection of the equipment remains the responsibility of the customer, and they hereby release CES Environmental Services, Inc., Cleaning Division, from any responsibility for claims arising from any allegations that the equipment was improperly cleaned, resulting in damage or loss.

CES Environmental Services, Inc., Cleaning Division, is in no manner responsible for any damages or losses of equipment and/or materials left in their yard.

EPAHO093000627

CES Environmental Services

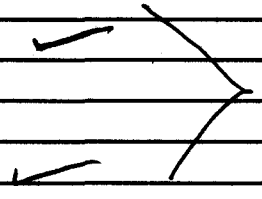
Container / Tank Cleaning Division

4904 Griggs Rd. • Houston, TX 77021

Phone: (713) 676-1460 • Fax: (713) 676-1676

TANK WASH WORK ORDER

14248

PO # <u>SOUTH COAST SALL</u>	Customer: <u>CES</u>	Date: <u>3/27/07</u>		
Tractor	Address:	Time:		
Trailer / Container Number <u>276528</u>	Dropped By: <u>MATT</u>	Need By:		
CONTAINER TYPE: <input type="checkbox"/> TOTE BIN <input type="checkbox"/> ROLL DOOR BOX <input type="checkbox"/> ISO CONTAINER <input type="checkbox"/> DRY BULK <input type="checkbox"/> TANK TRAILER <input type="checkbox"/> ROLL TARP BOX <input type="checkbox"/> VACUUM BOX <input type="checkbox"/> FRAC TANK <input type="checkbox"/> POLY TANK <input type="checkbox"/> VACUUM TRUCK				
Compartment #	Last Contained	Heel - Hazardous	Heel - Non-Haz	Drum / Rolloff
1	<u>NON HAZ SOLIDS</u>			
2				
3				
4				
5				
CLEANING CODES		WORK PERFORMED		
1 Air Dry		Oxygen (19.5%-23.5%) #1 <u>20.9</u> #2 <u> </u> #3 <u> </u> #4 <u> </u> #5 <u> </u>		
2 Quick Rinse		LEL (<10%) #1 <u>0</u> #2 <u> </u> #3 <u> </u> #4 <u> </u> #5 <u> </u>		
3 Cold Water Rinse		CO ₂ (<35 ppm) #1 <u>0</u> #2 <u> </u> #3 <u> </u> #4 <u> </u> #5 <u> </u>		
4 Hot Water Rinse		Toxic Vapor #1 <u>0</u> #2 <u> </u> #3 <u> </u> #4 <u> </u> #5 <u> </u>		
5 Steam Only (Per Hour)		Signature: <u>JL</u>		
6 Steam & Dry		Stripper Usage:		
7 Rinse, Steam & Dry		Comments:		
8 Detergent Wash, Rinse & Dry		<u>\$200.00</u>		
9 Caustic Wash & Dry				
10 Caustic Wash, Rinse & Dry				
11 Waste Water Surcharge				
12 Solvent Wash (Diesel # Hours)		Authorized Additional Services:		
13 Solvent Wash (Stripper)				
14 Exterior Tractor Wash				
15 Exterior Trailer Wash (w/o Internal)				
16 Exterior Trailer Wash (with Internal)				
17 Exterior Acid Brite Wash				
18 Hand Labor (# Men / # Hours) <u>1 - 4 HRS</u>				
19 Hydroblaster (# Hours) <u>\$140.00</u>				
20 Solvent Wash (Green Stripper)				
21 Passivation				
Hose Cleaning				
Pump Cleaning				

Cleaned By: JL Date: 3/28/07

Inspected By: _____ Date: _____

Print Name: _____ Date: _____

Signature: _____

CES Environmental Services, Inc., Cleaning Division, makes no guarantees with respect to the thoroughness of the tank washing procedure or the total elimination of interior residues and/or moisture. Final inspection of the equipment remains the responsibility of the customer, and they hereby release CES Environmental Services, Inc., Cleaning Division, from any responsibility for claims arising from any allegations that the equipment was improperly cleaned, resulting in damage or loss.

CES Environmental Services, Inc., Cleaning Division, is in no manner responsible for any damages or losses of equipment and/or materials left in their yard.

EPAHO093000628

			CEs	Customer
3/16	Deliver 639	Disp 3-17		200. T
	Deliver 610	3-20		200. T
	Deliver RUR 276548	3-19 3-27		200. T
	Deliver RUR 276128 - ^{enroute turned around} ^{& back to 242 & No delivery}		MC	
	Air mach 105 w/op	8 1/2 hr. @ \$95		
	F.S. Truck w/supervisor	8 1/2 \$50 hr (Jose R.)		
	helpers (2)	8 1/2 ea = 17 @ \$30.		
	Floor dry - 1 paint (misc sup. & equip)			150. T
	150 ft - 6" hose @ \$2.			300. T
	PPE 4 men @ \$25			100. T
3/17 SAT.	Air mach w/op ^{142.50} FS Truck w/supervisor ^{Jose C 8 1/2} ^{And (2) 9 1/2 @ \$50. T}			
	Helpers (2) 9 1/2 ea ^{19 @ \$24.5}			
1 1/2	PPE 4 men			100. T
	Floor dry 50 Bags (misc supply & equip)			150. T
	2 P.W. w/op.			100.
	Deliver VAC #1040 SAT			300 200. T
	TRANS. to CES #639 SAT			675. 450.
	Disp - CES (1401245) 18 hr @ \$75.			
3/19	Air mach w/op ^{9 1/4} FS Truck w/supervisor ^{(Amador) Jose C. 10 hr @ \$50.}			
	Helpers (3) 10 hr ea = 30 @ \$30.			
	PPE 5 men			125. T
	P.W (2)			100. T
	Flex hose 100 ft - 1 1/2"			200. T
	TRANS to CES #276528			150.
	Disp - CES (1401247) 11 hr @ \$75			

3/20	Air mech w/op ^{9 1/2} @ 95	
	FS Truck w/super ^{10 1/2} @ 50	
	helpers ² ^{10 1/2} = ²¹ @ 30	
	PPE 4	100. T
	Floor dry & equip	150 T
	100' - 6" flex hose	200. T
	TRANS #610	450.
	Disp - CES (1401303) ^{14 1/2} @ 75	
3/21	Air mech w/op ^{9 1/2} @ 95	
	FS truck w/super ^{10 1/2} @ 50	
	helpers (2) ²¹ @ 30	
	PPE 4	100 T
	Floor dry & equip	150 T
	100 ft 6" hose	200 T
3/22	Air mech w/op ^{9 3/4} @ 95	
	FS truck w/super ^{10 3/4} @ 50	
	2 helpers ^{21 1/2} @ 30	
	4 PPE	100. T
	Floor dry & equip	150. T
	3 P.W.	150.
	100 ft 6" hose	200.
	TRANS CES #640 450. Disp CES (1401303) 154 @ 75.	
3/23	Air mech w/op ^{7 3/4} @ 95	
	FS truck w/super ^{8 3/4} @ 50	
	helpers (2) ^{17 1/2} @ 30	
	PPE (4)	100
	floor dry & equip	150
	3 P.W.	150.
		200

3/21	TRANS. to CES # 276528	450.00
	Disp. CES (1398025) - 10/5/81	1125.00
	P/u empty 640 return to CES	200 T
	WASHout #640	200.00
	WASHout 276528	200.00
	Return to R4R	100.00
	Rental 639 3/16 - 3/19 4 days	
	610 3/16 - 3/20 5 days	
	640 3/16 - 3/27 12 days	
	276528 3/16 - 3/27 12 days	
	110% fuel s.c	



RAIN FOR RENT

APR 13 2007

HOUSTON
PO BOX 562
DEER PARK, TX 77536-9998
281-479-4500

INVOICE

BILL TO: CES ENVIRONMENTAL SERVICES, INC
4904 GRIGGS RD
HOUSTON TX 770213208

INVOICE #: 017017324
Control #: R9999999
INVOICE DATE: 04/11/2007
PRINTED DATE: 04/11/2007
CONTRACT#: 017003406-001
DIVISION: 017
PO#: SOUTH COAST

SHIP TO: CES ENVIRONMENTAL SERVICES, INC
SOUTH COAST
7401 WALLISVILLE ROAD
HOUSTON TX 77020

CUSTOMER: 171290
TEL: 713-676-1460
TERMS: NET 30
SALESMAN: 32367
PAGE: 1

BILLING FROM 3/16/07 THRU RETURN DATE OF 4/04/07 (20-DAYS)
***** THIS CLOSES THIS RENTAL/CONTRACT *****

IT HAS BEEN A PLEASURE SERVING YOU!
WE APPRECIATE YOUR BUSINESS AND THE CONFIDENCE YOU HAVE
PLACED IN US. AGAIN, THANK YOU.

PRODUCT # DESCRIPTION	DATE OUT	BILLED THRU	STATUS	QTY	UNIT PRICE	DIS	AMOUNT
276548 25 YD VAC BOX	MAR 16, 2007	APR 04, 2007	RTD:	1	400.00	*	400.00
TOT RENTALS:	400.00	TOT SALES:	.00	TOT SERVICES:	.00	SUBTOTAL:	400.00
						TX TAX	33.00
						TOTAL:	433.00
						BALANCE DUE:	433.00

*Tank 340
Spec clean up*

FOR PROPER CREDIT, PLEASE INCLUDE INVOICE NUMBER ON YOUR PAYMENT.
TERMS NET 30 - PAST DUE AMOUNTS ARE SUBJECT TO A SERVICE CHARGE OF 1-1/2%
REMIT TO: RAIN FOR RENT HOUSTON
FILE 52541
LOS ANGELES CA 90074-2541

CUSTOMER, (RENTTEE or BUYER as context requires), shall be deemed to accept all terms, conditions and provisions hereof upon execution of this agreement; ordering; or delivery of equipment to customer, whichever comes first.

SIGNATURE TITLE DATE

THIS IS AN AGREEMENT, READ BOTH SIDES BEFORE SIGNING.

CUSTOMER / ORIGINAL

EPAHO093000632

INVOICE

CLEAN COAST TECHNOLOGIES, INC.
1041 Thomas Ave.
Pasadena, Texas 77506

Date	Invoice #
3/16/2007	17117

MAR 29 2007

REMIT TO:
1041 Thomas Ave
Pasadena, Texas 77506

Bill To:

CES Environmental Services, Inc.
4904 Griggs Rd.
Houston, TX 77021
ATTN: MARLIN

Ship To:

CES Environmental Services, Inc.
4904 Griggs Rd.
Houston, TX 77021

Customer P.O. No.		Terms	Due Date	Ship Date	Via		
SOUTH COAST		Net 30	4/15/2007	3/16/2007	Our Truck		
Qty Ship'd	Qty B.O.	Item Code	Description		Price Each	Amount	
100 1		CCT-OA-50 S&H	50# OIL ABSORBENT (50BG/PLT) BG* Shipping and Handling (Called est. time 3:00 needed today.)		6.50 25.00	650.00T 25.00T	
					Subtotal	Sales Tax...	Total
					\$675.00	300.69	\$730.69

POSTED
3-30-07

Phone #	Fax #	E-mail	Web Site
713-378-0000	713-378-0404	staceyl@cleancoasttech.com	www.cleancoasttech.com

EPAHO093000633

CLEAN COAST TECHNOLOGIES, INC.

1041 Thomas Ave.
Pasadena, Texas 77506

Packing Slip

Date	S.O. No.
3/16/2007	07-799

Ship To
CES Environmental Services, Inc. 4904 Griggs Rd. Houston, TX 77021

P.O. No.	Ship Date	Ship Via	FOB
SOUTH COAST	3/16/2007	Our Truck	PPD and ADD

Item	Description	Shipped	Ordered
CCT-OA-50	50# OIL ABSORBENT (50BG/PLT) BG* Sales Tax		100

Signature _____

EPAHO093000634



AMERICAN WATER SYSTEMS
P.O. Box 266186
Houston, TX 77207
Ph: (713) 641-1811
Fx: (713) 645-8226

Invoice

DATE 3/21/2007 INVOICE # 13335

CES ENVIROMENTAL SERVICES, INC.
4904 GRIGGS RD.
HOUSTON, TX 77021
ATTN: ACCOUNTS PAYABLES

CES ENVIROMENTAL SERVICES, INC.
4904 GRIGGS RD.
HOUSTON, TX 77021

371628

Net 30

QTY	ITEM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
2	SM 368436	AL 3000 TRIGGER GUN 12 GPM X 4500 PS	45.00	90.00
2	SM 368436	LANCE 36" SS	36.00	72.00
2	SM 331160	1/4" QUICK COUPLING FPT	4.78	9.56
2	SM 331160	O. PLUG 3/8 MPT	2.18	4.36
3	SM 374210	ROTOMAX #2 2.5 GPM - 4.0 GPM	99.08	297.24
3	SM 331116	1/4" QUICK COUPLING FPT	4.78	14.34

1/2 cost to south coast

Done

Thank you for your business.

POSTED
13 APR 2007

Subtotal \$487.50

Sales Tax (8.25%) \$7.43

TOTAL \$494.93

\$25.00 Charge on Return Checks
No refunds on special orders
No refunds on electrical parts
30% restock fee on returnable items
Invoices past 30days are subject to 1.5% finance charge

EPAHO093000635



AMERICAN WATER SYSTEMS
P.O. Box 266186
Houston, TX 77207
Ph: (713) 641-1811
Fx: (713) 645-8226

Invoice

DATE 3/16/2007

INVOICE # 13312

CES ENVIROMENTAL SERVICES, INC.
4904 GRIGGS RD.
HOUSTON, TX 77021
ATTN: ACCOUNTS PAYABLES

CES ENVIROMENTAL SERVICES, INC.
4904 GRIGGS RD.
HOUSTON, TX 77021

371602

Net 30

4	SM 353010	AP.-1000 TRIGGER GUN 12. GPM X 4500 PS	45.00	180.00
4	SM 368436	LANCE 36" SS	36.00	144.00
4	SM 331116	1/4" QUICK COUPLING FPT	4.78	19.12
4	SM 331162	3/8 QUICKPLUG FPT.	5.00	20.00
4	SM 255280	#7 - 15 DEGREES NOZZLE	8.80	35.20

540 / Job material

(IFS)

SUNCOAST Job

Done

POSTED
3/19/07

\$25.00 Charge on Return Checks
No refunds on special orders
No refunds on electrical parts
30% restock fee on returnable items
Invoices past 30days are subject to 1.5% finance charge

Subtotal \$398.32

Sales Tax (8.25%) \$0.00

TOTAL \$398.32

EPAHO093000636

Remit to:
Crenshaw Enterprises, LTD
DBA Crenshaw Enterprises
P.O. Box 790
Beaumont, TX 77704-0790
(409) 832-9336
1-888-866-0047
Fax (409) 832-9344



MAR 16 2007

OFFICE CODE: 79
INVOICE: 73526
Invoice Date: 3/14/2007
Due Date: 4/13/2007

Cust No. 80276

INVOICE TO: CES ENVIRONMENTAL SERVICES
4904 GRIGGS RD
HOUSTON, TX 77021

Phone: (713) 676-1460 Fax: (713) 676-1676

PO Number: 371473

Ship Via : CUSTOMER TRUCK
Ship To :
Lease/OCSG :
AFE Number :
Area/Block :
Rig Number :
Well Number :
State :
County :
Job Type :
Contractor :

(DELIVERY TICKET 1787)			BILL			
QTY	DESCRIPTION	MINIMUM	FROM THRU	ADD'L	ADD'L AMOUNT	TOTAL
	BILLING PERIOD IS 03/01/07 -- 03/14/07					
1	3K COLD WATER DIESEL Serial Number: 50693		3/1/2007 3/2/2007	2	95.00	190.00
1	3K COLD WATER DIESEL Serial Number: 50764		3/1/2007 3/2/2007	2	95.00	190.00
1	CUSTOMER PICK UP @ 11:19 Serial Number: NOTES					.00
1	PICK UP Serial Number: FREIGHT	55.00				55.00
Total Rental Charges: 380.00					SubTotal:	435.00

THANK YOU FOR YOUR BUSINESS... AMOUNT DUE... \$435.00

POSTED
POSTED
POSTED
Soud Count
Done
5401 Job materials
(FS)
[Signature]

EPAHO093000637

SORB-ALL COMPANY
P.O. BOX 21148
2300 NANCE
HOUSTON, TX 77226
(713) 223-4575 FAX (713) 223-4579

MAR 28 2007

Invoice

DATE	INVOICE #
3/21/2007	104513

CES ENVIRONMENT SERVICES
4904 GRIGGS
HOUSTON, TEXAS 77021

4904 GRIGGS

QUANTITY		UNIT PRICE		TOTAL	
SOUTHWEST		Net 30	H	3/21/2007	13174
200	2050	QUICK DRY		4.60	920.00
4	6000	PALLET		5.00	20.00

POSTED

Done

TOTAL \$940.00

EPAHO093000638

SOUTH COAST



LOWE'S HOME CENTERS, INC.
1000 GULFGATE CENTER MALL
HOUSTON, TX 77067
(713)645-5550

-SALE-

SALES #: S1128BC1 986813 03-21-07

176761 3" STIFF PUTTY KNIFE SCRA	30.96
4 @ 7.74	
174490 4" HEAVY DUTY SCRAPER	71.92
4 @ 17.98	
51272 HARD SHELL KNEEPADS	39.28
4 @ 9.82	

SUBTOTAL:	142.16
TAX 32061 :	11.73
INVOICE 14057 TOTAL:	153.89

BALANCE DUE: 153.89

VISA: 153.89

VISA XXXXXXXXXXXX4652 027593
AMOUNT: 153.89

1128 TERMINAL: 14 03/21/07 07:44:35

OF ITEMS PURCHASED: 12
EXCLUDES FEES, SERVICES AND SPECIAL ORDER ITEMS

POSTED
3/21/07

EPAHQ093000639



**CES Environmental
Services, Inc.**

4904 Griggs Road Houston, TX 77021
Phone: (713) 676-1460 Fax: (713) 676-1676
<http://www.cesenvironmental.com>

TCEQ Industrial Solid Waste Permit No: 30948
U.S. EPA ID No: TXD008950461 ISWR No: 30900

SECTION 1: Generator Information

Company : South Coast Terminals (Wallisville)
Address : 7401 Wallisville Rd. 7401 Wallisville Road
City, State, Zip : Houston TX 77020
Contact : Darryl Poe Title :
Phone No : (713) 672-2401 Fax : (713) 675-8465
24 / HR Phone :
U.S EPA I.D No : TXD056267230
State I.D : 31413 SIC Code N/A

SECTION 2: Billing Information

Company : South Coast Terminals (Wallisville)
Address : 7401 Wallisville Rd. 7401 Wallisville Road
City, State, Zip : Houston TX 77020
Contact : Darryl Poe Title :
Phone No : (713) 672-2401 Fax : (713) 675-8465

SECTION 3: General Description of the Waste

Name of Waste : Waste Liquids and Sludge

Detailed Description of Process Generating Waste:

Cleanings and flushings of tanks and lines from a lube oil blending and packaging operation.

Physical State : ☒ Liquid ☐ Sludge ☐ Powder
☐ Solid ☐ Filter Cake ☐ Combination

Color : Dark Odor : Hydrocarbon

Specific Gravity (Water=1) : 1.05-1.10 Density : 9.1 lbs / gal

Layers : ☒ Single-Phase ☐ Multi-Phase

Container Type : ☒ Drum ☐ Tote ☐ Truck ☐ Other (explain)

Container Size : 55

Number Of Units : 75

Texas State Waste Code No : 99212191

Proper U.S. State Waste Code No : Non-RCRA/Non DOT regulated waste sludge

Class : UN/NA : PG : RQ :

Flash Point >200	pH 4-11	Reactive Sulfides BRL mg/l	Reactive Cyanides BRL mg/l	Solids 20-30 %
Oil and Grease >100 mg/l	TOC BRL mg/l	Zinc BRL mg/l	Copper BRL mg/l	Nickel BRL mg/l

SECTION 4: Physical and Chemical Data

COMPONENTS TABLE		Concentration	Units
The waste consists of the following materials		Ranges are acceptable	or %
Water		30-50	%
Virgin oil and oil additives (DAXAD 14C, CI-0801, Infineum G267)		25-35	%
Poly Alcohols		20-35	%
Glycol Ethers		5-10	%
Other Chemicals (DOW IC 210)		25-50	%

SECTION 5: Safety Related Data

If the handling of this waste requires the use of special protective equipment, please explain.

Standard PPE

SECTION 6: Attached Supporting Documents

List all documents, notes, data, and/or analysis attached to this form as part of the waste approval package.

MSDS Sheets

SECTION 7: Incompatibilities

Please list all incompatibilities (if any):

None known

SECTION 8: Generator's Knowledge Documentation

Laboratory analysis of the hazardous waste characteristics, listed below, WAS NOT PERFORMED based upon the following generators knowledge

TCLP Metals : Below Regulatory Limits

TCLP Volatiles : Below Regulatory Limits

TCLP Semi-Volatiles : Below Regulatory Limits

Reactivity : No reactive materials are introduced into the process

Corrosivity : pH is neutral

Ignitability : No ignitable materials are introduced into the process

SECTION 9: Generator's Certification

The information contained herein is based on ☒ generator knowledge and/or ☐ analytical data. I hereby certify that the above and attached description is complete and accurate to the best of my knowledge and ability to determine that no deliberate or willful omissions of composition properties exist and that all known or suspected hazards have been disclosed. I certify that the materials tested are representative of all materials described by this document.

Authorized Signature : _____ Date : 7/18/2005

Printed Name / Title : Daryl Poe / Daryl Poe, HS&E Manager

CES USE ONLY (DO NOT WRITE IN THIS SPACE)		Special Pricing / Analytical Info:	
Compliance Officer : <u>Matt Bowman</u>			
Date :	<u>7/22/2006</u>	Status :	<u>Approved</u> <u>Rejected</u>
Approval Number :		<u>1060</u>	
Recommended Treatment:			

SECTION 10: Waste Receipt Classification Under 40 CFR 437

Is this material a wastewater or wastewater sludge ? ☐ YES ☒ NO

If 'YES', complete this section

PLEASE CHECK THE APPROPRIATE BOX: IF NO APPROPRIATE CATEGORY, GO TO THE NEXT PAGE

Metals Subcategory: Subpart A

- ☐ Spent electroplating baths and/or sludges
- ☐ Metal finishing rinse water and sludges
- ☐ Chromate wastes
- ☐ Air pollution control blow down water and sludges
- ☐ Spent anodizing solutions
- ☐ Incineration wastewaters
- ☐ Waste liquid mercury
- ☐ Cyanide-containing wastes greater than 136 mg/l
- ☐ Waste acids and bases with or without metals
- ☐ Cleaning, rinsing, and surface preparation solutions from electroplating or phosphating
- ☐ Vibratory deburring wastewater
- ☐ Alkaline and acid solutions used to clean metal parts or equipment

Oils Subcategory: Subpart B

- ☐ Used oils
- ☐ Oil-water emulsions or mixtures
- ☐ Lubricants
- ☐ Coolants
- ☐ Contaminated groundwater clean-up from petroleum sources
- ☐ Used petroleum products
- ☐ Oil spill clean-up
- ☐ Bilge water
- ☐ Rinse/wash waters from petroleum sources
- ☐ Interceptor wastes
- ☐ Off-specification fuels
- ☐ Underground storage remediation wastes
- ☐ Tank clean-out from petroleum or oily sources
- ☐ Non-contact used glycols
- ☐ Aqueous and oil mixtures from parts cleaning operations
- ☐ Wastewater from oil bearing paint washes

Organics Subcategory Subpart C

- ☐ Landfill leachate
- ☐ Contaminated groundwater clean-up from non-petroleum sources
- ☐ Solvent-bearing wastes
- ☐ Off-specification organic product
- ☐ Still bottoms
- ☐ Byproduct waste glycol
- ☐ Wastewater from paint washes
- ☐ Wastewater from adhesive and/or epoxies formulation
- ☐ Wastewater from organic chemical product operations
- ☐ Tank clean-out from organic, non-petroleum sources

- (1) If the waste contains oil and grease at or in excess of 100 mg/L, the waste should be classified in the oils subcategory
- (2) If the waste contains oil and grease less than 100 mg/L, and has any of the pollutants listed below in concentrations in excess of the values listed below, the waste should be classified in the metals subcategory

Cadmium: 0.2 mg/L

Chromium: 8.9 mg/L

Copper: 4.9 mg/L

Nickel: 37.5 mg/L

- (3) If the waste contains oil and grease less than 100 mg/L, and does not have concentrations of cadmium, chromium, copper, or nickel above any of the values listed above, the waste should be classified in the organics subcategory.

☐ Metals Subcategory

☐ Oils Subcategory

☐ Organics Subcategory

SECTION 11: Additional Instructions

If you cannot determine the correct subcategory in Section 9 and you did not furnish data for the concentration of Cadmium, Chromium, Copper, Nickel, and Oil and Grease, CES will send offsite to a commercial laboratory a sample to determine these concentrations. This will be prior to acceptance. The generator will be responsible for the cost of the analysis.

South Coast - Wallisville
Tank 340



CITGO 100 Neutral

Material Safety Data Sheet

CITGO Petroleum Corporation
P.O. Box 3758
Tulsa, OK 74102-3758

MSDS No. 627006001
Revision Date 02/12/2003

IMPORTANT: Read this MSDS before handling or disposing of this product and pass this information on to employees, customers and users of this product.

Emergency Overview

Physical State Liquid.
Color Clear to light amber. **Odor** Mild petroleum odor

Protect eyes from misting or spraying material.
Protect exposed skin from repeated or prolonged exposure.
Do not store material in open or unmarked containers.
Spills may create a slipping hazard.

Hazard Rankings

	HMIS	NFPA
Health Hazard	0	0
Fire Hazard	1	1
Reactivity	0	0

* = Chronic Health Hazard

Protective Equipment

Minimum Recommended
See Section 8 for Details



SECTION 1: IDENTIFICATION

Trade Name	CITGO 100 Neutral	Technical Contact	(800) 248-4684
Product Number	627006001	Medical Emergency	(918) 495-4700
CAS Number	Mixture.	CHEMTREC Emergency (United States Only)	(800) 424-9300
Product Family	Base Oil		
Synonyms	Paraffinic base oil; CITGO SAP Product Code No.: 627006001		

SECTION 2: COMPOSITION

Component Name(s)	CAS Registry No.	Concentration (%)
1) Distillates, petroleum, solvent-refined light paraffinic	64741-89-5	70 - 90
2) Distillates, petroleum, solvent-refined heavy paraffinic	64741-88-4	10 - 30

SECTION 3: HAZARDS IDENTIFICATION

Also see Emergency Overview and Hazard Ratings on the top of Page 1 of this MSDS.

Major Route(s) of Entry Skin contact.

Signs and Symptoms of Acute Exposure

Inhalation	No significant adverse health effects are expected to occur upon short-term exposure.
Eye Contact	This product can cause transient mild eye irritation with short-term contact with liquid sprays or mists.

CITGO 100 Neutral

Skin Contact	This material can cause mild skin irritation from prolonged or repeated skin contact. Injection under the skin can cause inflammation and swelling. Injection of pressurized hydrocarbons can cause severe, permanent tissue damage. Initial symptoms may be minor. Injection of petroleum hydrocarbons requires immediate medical attention.
Ingestion	If swallowed, large volumes of material can cause generalized depression, headache, drowsiness, nausea, vomiting and diarrhea. Smaller doses can cause a laxative effect. If aspirated into the lungs, liquid can cause lung damage.
Chronic Health Effects Summary	Contains a petroleum-based mineral oil. Prolonged or repeated skin contact can cause mild irritation and inflammation characterized by drying, cracking, (dermatitis) or oil acne. Repeated or prolonged inhalation of petroleum-based mineral oil mists at concentrations above applicable workplace exposure levels can cause respiratory irritation or other pulmonary effects.
Conditions Aggravated by Exposure	Medical conditions aggravated by exposure to this material may include pre-existing skin disorders.
Target Organs	This material may cause damage to the following organs: skin.
Carcinogenic Potential	This product does not contain any components at concentrations above 0.1% which are considered carcinogenic by OSHA, IARC or NTP.

OSHA Hazard Classification is indicated by an "X" in the box adjacent to the hazard title. If no "X" is present, the product does not exhibit the hazard as defined in the OSHA Hazard Communication Standard (29 CFR 1910.1200).

OSHA Health Hazard Classification				OSHA Physical Hazard Classification			
Irritant	<input type="checkbox"/>	Toxic	<input type="checkbox"/>	Combustible	<input type="checkbox"/>	Explosive	<input type="checkbox"/>
Sensitizer	<input type="checkbox"/>	Highly Toxic	<input type="checkbox"/>	Flammable	<input type="checkbox"/>	Oxidizer	<input type="checkbox"/>
Corrosive	<input type="checkbox"/>	Carcinogenic	<input type="checkbox"/>	Compressed Gas	<input type="checkbox"/>	Organic Peroxide	<input type="checkbox"/>
						Pyrophoric	<input type="checkbox"/>
						Water-reactive	<input type="checkbox"/>
						Unstable	<input type="checkbox"/>

SECTION 4: FIRST AID MEASURES

Take proper precautions to ensure your own health and safety before attempting rescue or providing first aid. For more specific information, refer to Exposure Controls and Personal Protection in Section 8 of this MSDS.

Inhalation	Vaporization is not expected at ambient temperatures. This material is not expected to cause inhalation-related disorders under anticipated conditions of use. In case of overexposure, move the person to fresh air.
Eye Contact	Check for and remove contact lenses. Flush eyes with cool, clean, low-pressure water while occasionally lifting and lowering eyelids. Seek medical attention if excessive tearing, redness, or pain persists.
Skin Contact	If burned by hot material, cool skin by quenching with large amounts of cool water. For contact with product at ambient temperatures, remove contaminated shoes and clothing. Wipe off excess material. Wash exposed skin with mild soap and water. Seek medical attention if tissue appears damaged or if pain or irritation persists. Thoroughly clean contaminated clothing before reuse. Discard contaminated leather goods. If material is injected under the skin, seek medical attention immediately.
Ingestion	Do not induce vomiting unless directed to by a physician. Do not give anything to drink unless directed to by a physician. Never give anything by mouth to a person who is not fully conscious. If significant amounts are swallowed or irritation or discomfort occurs, seek medical attention immediately.
Notes to Physician	The viscosity range of the product represented by this MSDS is 100 to 400 SUS at 100° F. Accordingly, upon ingestion there is a low to moderate risk of aspiration. Careful gastric lavage may be considered to evacuate large quantities of material. Subcutaneous or intramuscular injection requires prompt surgical debridement.

SECTION 5: FIRE FIGHTING MEASURES

NFPA Flammability Classification	NFPA Class-III B combustible material. Slightly combustible!		
Flash Point Method	OPEN CUP: 198°C (388°F) (Cleveland. (Minimum)).		
Lower Flammable Limit	No data.	Upper Flammable Limit	No data.
Autoignition Temperature	Not available.		
Hazardous Combustion Products	Carbon dioxide, carbon monoxide, smoke, fumes, unburned hydrocarbons and trace oxides of sulfur and/or nitrogen.		
Special Properties	This material can burn but will not readily ignite. This material will release vapors when heated above the flash point temperature that can ignite when exposed to a source of ignition. In enclosed spaces, heated vapor can ignite with explosive force. Mists or sprays may burn at temperatures below the flash point.		
Extinguishing Media	Use dry chemical, foam, Carbon Dioxide or water fog.		
Protection of Fire Fighters	Firefighters must use full bunker gear including NIOSH-approved positive pressure self-contained breathing apparatus to protect against potential hazardous combustion or decomposition products and oxygen deficiencies.		

SECTION 6: ACCIDENTAL RELEASE MEASURES

Take proper precautions to ensure your own health and safety before attempting spill control or clean-up. For more specific information, refer to the Emergency Overview on Page 1, Exposure Controls and Personal Protection in Section 8 and Disposal Considerations in Section 13 of this MSDS.

Do not touch damaged containers or spilled material unless wearing appropriate protective equipment. Slipping hazard; do not walk through spilled material. Stop leak if you can do so without risk. For small spills, absorb or cover with dry earth, sand, or other inert non-combustible absorbent material and place into waste containers for later disposal. Contain large spills to maximize product recovery or disposal. Prevent entry into waterways or sewers. In urban area, cleanup spill as soon as possible. In natural environments, seek cleanup advice from specialists to minimize physical habitat damage. This material will float on water. Absorbent pads and similar materials can be used. Comply with all laws and regulation

SECTION 7: HANDLING AND STORAGE

Handling	Avoid contamination and extreme temperatures to minimize product degradation. Empty containers may contain product residues that can ignite with explosive force. Do not pressurize, cut, weld, braze solder, drill, grind or expose containers to flames, sparks, heat or other potential ignition sources. Consult appropriate federal, state and local authorities before reusing, reconditioning, reclaiming, recycling or disposing of empty containers and/or waste residues of this product.
Storage	Keep container closed. Do not store with strong oxidizing agents. Do not store at elevated temperatures. Avoid storing product in direct sunlight for extended periods of time. Consult appropriate federal, state and local authorities before reusing, reconditioning, reclaiming, recycling or disposing of empty containers or waste residues of this product.

SECTION 8: EXPOSURE CONTROLS AND PERSONAL PROTECTION

Engineering Controls	Provide exhaust ventilation or other engineering controls to keep the airborne concentrations of mists and/or vapors below the recommended exposure limits (see below). An eye wash station and safety shower should be located near the work-station.
Personal Protective Equipment	

CITGO 100 Neutral

Personal protective equipment should be selected based upon the conditions under which this material is used. A hazard assessment of the work area for PPE requirements should be conducted by a qualified professional pursuant to OSHA regulations. The following pictograms represent the minimum requirements for personal protective equipment. For certain operations, additional PPE may be required.



Eye Protection	Safety glasses equipped with side shields are recommended as minimum protection in industrial settings. Wear goggles and/or face shield if splashing or spraying is anticipated. Wear goggles and face shield if material is heated above 125°F (51°C). Have suitable eye wash water available.
Hand Protection	Use gloves constructed of chemical resistant materials such as neoprene or heavy nitrile rubber if frequent or prolonged contact is expected. Use heat-protective gloves when handling product at elevated temperatures.
Body Protection	Use clean and impervious protective clothing (e.g., neoprene or Tyvek®) if splashing or spraying conditions are present. Protective clothing may include long-sleeve outer garment, apron, or lab coat. If significant contact occurs, remove oil-contaminated clothing as soon as possible and promptly shower. Launder contaminated before reuse or discard. Wear heat protective boots and protective clothing when handling material at elevated temperatures.
Respiratory Protection	Vaporization is not expected at ambient temperatures. Therefore, the need for respiratory protection is not anticipated under normal use conditions and with adequate ventilation. If elevated airborne concentrations above applicable workplace exposure levels are anticipated, a NIOSH-approved organic vapor respirator equipped with a dust/mist prefilter should be used. Protection factors vary depending upon the type of respirator used. Respirators should be used in accordance with OSHA requirements (29 CFR 1910.134).
General Comments	Use good personal hygiene practices. Wash hands and other exposed skin areas with plenty of mild soap and water before eating, drinking, smoking, use of toilet facilities, or leaving work. DO NOT use gasoline, kerosene, solvents or harsh abrasives as skin cleaners. Since specific exposure standards/control limits have not been established for this product, the "Oil Mist, Mineral" exposure limits shown below are suggested as minimum control guidelines.

Occupational Exposure Guidelines

Substance	Applicable Workplace Exposure Levels
1) Oil Mist, Mineral	ACGIH (United States). TWA: 5 mg/m ³ STEL: 10 mg/m ³ OSHA (United States). TWA: 5 mg/m ³

SECTION 9: PHYSICAL AND CHEMICAL PROPERTIES (TYPICAL)

Physical State	Liquid.	Color	Clear to light amber.	Odor	Mild petroleum odor
Specific Gravity	0.86 (Water = 1)	pH	Not Applicable.	Vapor Density	>1 (Air = 1)
Boiling Point/Range	Not available.			Melting/Freezing Point	Not available.
Vapor Pressure	<0.01 kPa (<0.1 mmHg) (at 20°C)			Viscosity (cSt @ 40°C)	20
Solubility in Water	Insoluble in cold water.			Volatile Characteristics	Negligible volatility
Additional Properties	Gravity, °API (ASTM D287) = 32.5 @ 60° F Density = 7.18 Lbs/gal. Viscosity (ASTM D2161) = 104 SUS @ 100° F				

SECTION 10: STABILITY AND REACTIVITY

Chemical Stability	Stable.	Hazardous Polymerization	Not expected to occur.
Conditions to Avoid	Keep away from extreme heat, sparks, open flame, and strongly oxidizing conditions.		
Materials Incompatibility	Strong oxidizers.		
Hazardous Decomposition Products	No additional hazardous decomposition products were identified other than the combustion products identified in Section 5 of this MSDS.		

SECTION 11: TOXICOLOGICAL INFORMATION

For other health-related information, refer to the Emergency Overview on Page 1 and the Hazards Identification in Section 3 of this MSDS.

Toxicity Data**Distillates, petroleum, solvent-refined light paraffinic:**

ORAL (LD50): Acute: >5000 mg/kg [Rat].
DERMAL (LD50): Acute: >2000 mg/kg [Rabbit].

Distillates, petroleum, solvent-refined heavy paraffinic:

ORAL (LD50): Acute: >5000 mg/kg [Rat].
DERMAL (LD50): Acute: >2000 mg/kg [Rabbit].

Distillates, petroleum, solvent-refined light paraffinic:

Mineral oil mists derived from highly refined oils are reported to have low acute and sub-acute toxicities in animals. Effects from single and short-term repeated exposures to high concentrations of mineral oil mists well above applicable workplace exposure levels include lung inflammatory reaction, lipoid granuloma formation and lipoid pneumonia. In acute and sub-acute studies involving exposures to lower concentrations of mineral oil mists at or near current work place exposure levels produced no significant toxicological effects. In long term studies (up to two years) no carcinogenic effects have been reported in any animal species tested.

Distillates, petroleum, solvent-refined heavy paraffinic:

Mineral oil mists derived from highly refined oils are reported to have low acute and sub-acute toxicities in animals. Effects from single and short-term repeated exposures to high concentrations of mineral oil mists well above applicable workplace exposure levels include lung inflammatory reaction, lipoid granuloma formation and lipoid pneumonia. In acute and sub-acute studies involving exposures to lower concentrations of mineral oil mists at or near current work place exposure levels produced no significant toxicological effects. In long term studies (up to two years) no carcinogenic effects have been reported in any animal species tested. Analyses conducted by method IP 346 indicate that the polycyclic aromatic concentration of this mineral oil is below 3.0 weight percent.

SECTION 12: ECOLOGICAL INFORMATION**Ecotoxicity**

Analysis for ecological effects has not been conducted on this product. However, if spilled, this product and any contaminated soil or water may be harmful to human, animal, and aquatic life. Also, the coating action associated with petroleum and petroleum products can be harmful or fatal to aquatic life and waterfowl.

Environmental Fate

An environmental fate analysis has not been conducted on this specific product. Plants and animals may experience harmful or fatal effects when coated with petroleum-based products. Petroleum-based (mineral) lube oils will normally float on water. In stagnant or slow-flowing waterways, an oil layer can cover a large surface area. As a result, this oil layer might limit or eliminate natural atmospheric oxygen transport into the water. With time, if not removed, oxygen depletion in the waterway may be sufficient to cause a fish kill or create an anaerobic environment.


SECTION 13: DISPOSAL CONSIDERATIONS

Hazard characteristic and regulatory waste stream classification can change with product use. Accordingly, it is the responsibility of the user to determine the proper storage, transportation, treatment and/or disposal methodologies for spent materials and residues at the time of disposition.

Conditions of use may cause this material to become a "hazardous waste", as defined by federal or state regulations. It is the responsibility of the user to determine if the material is a RCRA "hazardous waste" at the time of disposal. Transportation, treatment, storage and disposal of waste material must be conducted in accordance with RCRA regulations (see 40 CFR 260 through 40 CFR 271). State and/or local regulations may be more restrictive. Contact the RCRA/Superfund Hotline at (800) 424-9346 or your regional US EPA office for guidance concerning case specific disposal issues.

SECTION 14: TRANSPORT INFORMATION

The shipping description below may not represent requirements for all modes of transportation, shipping methods or locations outside of the United States.

US DOT Status	Not regulated by the U.S. Department of Transportation as a hazardous material.		
Proper Shipping Name	Not regulated.		
Hazard Class	Not regulated.	Packing Group(s)	Not applicable.
		UN/NA ID	Not regulated.
Reportable Quantity	A Reportable Quantity (RQ) has not been established for this material.		
Placards		Emergency Response Guide No.	Not applicable.
		HAZMAT STCC No.	2911990
		MARPOL III Status	Not a DOT "Marine Pollutant" per 49 CFR 171.8.

SECTION 15: REGULATORY INFORMATION

TSCA Inventory	This product and/or its components are listed on the Toxic Substance Control Act (TSCA) inventory.
SARA 302/304	The Superfund Amendments and Reauthorization Act of 1986 (SARA) Title III requires facilities subject to Subparts 302 and 304 to submit emergency planning and notification information based on Threshold Planning Quantities (TPQs) and Reportable Quantities (RQs) for "Extremely Hazardous Substances" listed in 40 CFR 302.4 and 40 CFR 355. No components were identified.
SARA 311/312	The Superfund Amendments and Reauthorization Act of 1986 (SARA) Title III requires facilities subject to this subpart to submit aggregate information on chemicals by "Hazard Category" as defined in 40 CFR 370.2. This material would be classified under the following hazard categories: No SARA 311/312 hazard categories identified.
SARA 313	This product contains the following components in concentrations above de minimis levels that are listed as toxic chemicals in 40 CFR Part 372 pursuant to the requirements of Section 313 of SARA: No components were identified.
CERCLA	The Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) requires notification of the National Response Center concerning release of quantities of "hazardous substances" equal to or greater than the reportable quantities (RQ's) listed in 40 CFR 302.4. As defined by CERCLA, the term "hazardous substance" does not include petroleum, including crude oil or any fraction thereof which is not otherwise specifically designated in 40 CFR 302.4. Chemical substances present in this product or refinery stream that may be subject to this statute are: None identified.

CITGO 100 Neutral

CWA This material is classified as an oil under Section 311 of the Clean Water Act (CWA) and the Oil Pollution Act of 1990 (OPA). Discharges or spills which produce a visible sheen on waters of the United States, their adjoining shorelines, or into conduits leading to surface waters must be reported to the EPA's National Response Center at (800) 424-8802.

California Proposition 65 This material may contain the following components which are known to the State of California to cause cancer, birth defects or other reproductive harm, and may be subject to the requirements of California Proposition 65 (CA Health & Safety Code Section 25249.5):
Toluene: 0.001%

New Jersey Right-to-Know Label Petroleum Oil

Additional Regulatory Remarks No additional regulatory remarks.

SECTION 16: OTHER INFORMATION

Refer to the top of Page 1 for the HMIS and NFPA Hazard Ratings for this product.

REVISION INFORMATION

Version Number 1.1
Revision Date 02/12/2003
Print Date Printed on 02/12/2003.

ABBREVIATIONS

AP: Approximately	EQ: Equal	>: Greater Than	<: Less Than	NA: Not Applicable	ND: No Data	NE: Not Established
ACGIH: American Conference of Governmental Industrial Hygienists				AIHA: American Industrial Hygiene Association		
IARC: International Agency for Research on Cancer				NTP: National Toxicology Program		
NIOSH: National Institute of Occupational Safety and Health				OSHA: Occupational Safety and Health Administration		
NPCA: National Paint and Coating Manufacturers Association				HMIS: Hazardous Materials Information System		
NFPA: National Fire Protection Association				EPA: US Environmental Protection Agency		

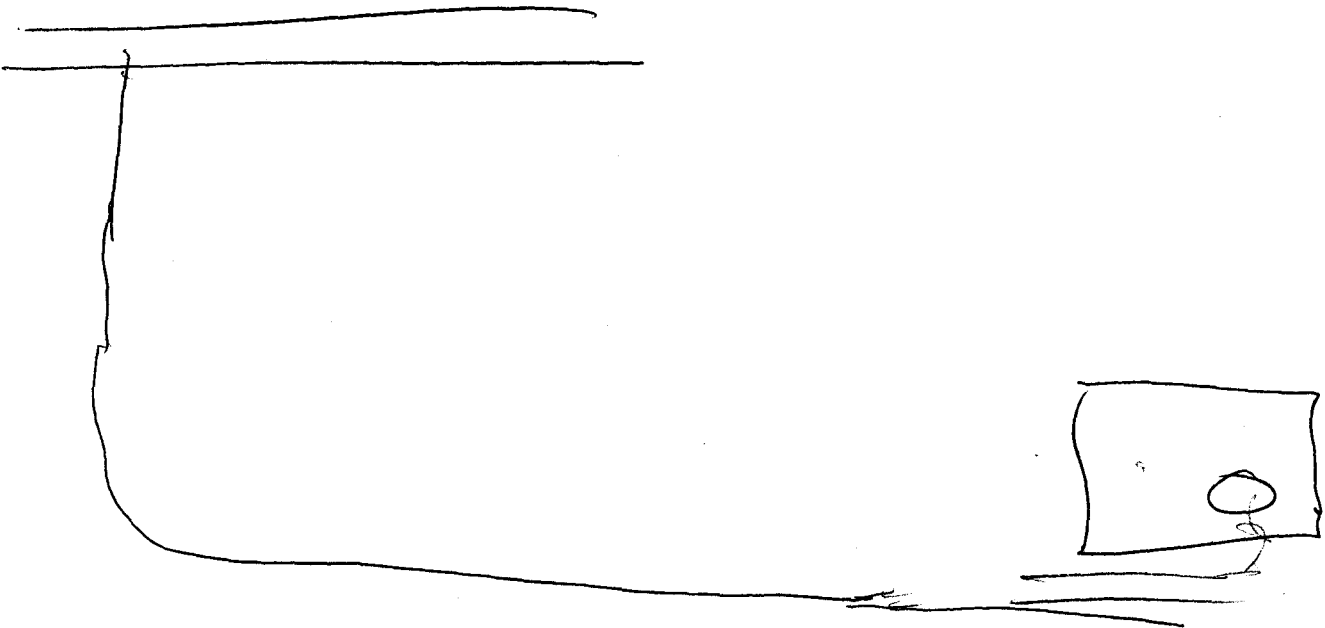
DISCLAIMER OF LIABILITY

THE INFORMATION IN THIS MSDS WAS OBTAINED FROM SOURCES WHICH WE BELIEVE ARE RELIABLE. HOWEVER, THE INFORMATION IS PROVIDED WITHOUT ANY WARRANTY, EXPRESSED OR IMPLIED REGARDING ITS CORRECTNESS. SOME INFORMATION PRESENTED AND CONCLUSIONS DRAWN HEREIN ARE FROM SOURCES OTHER THAN DIRECT TEST DATA ON THE SUBSTANCE ITSELF. THIS MSDS WAS PREPARED AND IS TO BE USED ONLY FOR THIS PRODUCT. IF THE PRODUCT IS USED AS A COMPONENT IN ANOTHER PRODUCT, THIS MSDS INFORMATION MAY NOT BE APPLICABLE. USERS SHOULD MAKE THEIR OWN INVESTIGATIONS TO DETERMINE THE SUITABILITY OF THE INFORMATION OR PRODUCTS FOR THEIR PARTICULAR PURPOSE.

THE CONDITIONS OR METHODS OF HANDLING, STORAGE, USE, AND DISPOSAL OF THE PRODUCT ARE BEYOND OUR CONTROL AND MAY BE BEYOND OUR KNOWLEDGE. FOR THIS AND OTHER REASONS, WE DO NOT ASSUME RESPONSIBILITY AND EXPRESSLY DISCLAIM LIABILITY FOR LOSS, DAMAGE OR EXPENSE ARISING OUT OF OR IN ANY WAY CONNECTED WITH HANDLING, STORAGE, USE OR DISPOSAL OF THE PRODUCT.

***** END OF MSDS *****

EPAHO093000650



Tank 340

Southeast Terminal (S.C. - Bulk Storage)
Clean-up of Ribasic Acid

MB

Customer Special Requests/Requirements	

☐ Y

☐ N

□ Y

☐ N

□ Y

☐ N

Y

N

Job Estimate

Item

CES Cost

Customer Charge

150.00

150.00

20% FSC

60.00

10.5

1155.00

20% FSC

231.00

10.5

294.00

60.00 T

1100 g.

330.00

375.00

1425.00T

Sales Tax

142.80

四

E-MAILED

10-16-07

4372.80

CONFIDENTIAL

Job Contact: _____
Phone: _____
Fax: _____

Base Oils	Black Oils	Light Ends	Glycols	Emulsion Oils (>70% oil)	Emulsion Oils (50%-70% oil)
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Item	Vendor	Profile #	CES Cost	Customer Charge
------	--------	-----------	----------	-----------------

Customer Special Request/Requirement	

EPAHO093000654



**CES Environmental
Services, Inc.**

4904 Griggs Road
Houston, TX 77021
Phone: (713) 676-1460
Fax: (713) 676-1676

COPY

Invoice

Date	Invoice #
8/29/2007	37849

Bill To: South Coast Terminals
Attn: Accounts Payable
7401 Wallisville
Houston, TX 77020

P.O. No.	Terms	Project
2071	Net 30	Wallisville Rd.

Quantity	Description	Manifest #	Rate	Amount
	Clean-up of Dibasic Acid spill at Wallisville Rd Facility on 8/23/07			
1	Delivery of 14 Totes @ \$150.00 trip fee		150.00	150.00T
	20% Fuel Surcharge		30.00	30.00
10.5	Air machine w/Operator @ \$110.00 per hour		110.00	1,155.00
	20% Fuel Surcharge		231.00	231.00
10.5	Field Technician @ \$28.00 per hour		28.00	294.00
2	Job materials: PPE 2 men @ \$30.00 per man / per day		30.00	60.00T
1,100	Disposal of Non-RCRA rinse water @ \$0.30 per gallon	2168177JJK	0.30	330.00
1	Washout of Air Machine @ \$375.00 each		375.00	375.00
1	Delivery of 5 Totes @ \$150.00 trip fee		150.00	150.00T
	20% Fuel Surcharge		30.00	30.00
19	Sale of Totes @ \$75.00 each		75.00	1,425.00T
	CES job #47672, 47675, 47755			

We appreciate your business!

Subtotal \$4,230.00

Late Payment Policy: Any unpaid balances beginning on the 30th day after the account is due will accrue a per annum interest rate of 6%, unless otherwise stated in a formalized contract.

Sales Tax (8.0%) \$142.80

Total \$4,372.80

EPAHO093000655

UNIFORM HAZARDOUS WASTE MANIFEST		1. Generator ID Number TXD056267230		2. Page 1 of 1		3. Emergency Response Phone (713) 672-2401		4. Manifest Tracking Number 002168177 JJK			
		5. Generator's Name and Mailing Address South Coast Terminals (Wallisville) 7401 Wallisville Road Houston, TX 77020 Generator's Phone: (713) 672-2401				Generator's Site Address (if different than mailing address) South Coast Terminals (Wallisville) 7401 Wallisville Rd. Houston, TX 77020 (713) 672-2401					
6. Transporter 1 Company Name CES Environmental Services, Inc.		U.S. EPA ID Number TXD008950461									
7. Transporter 2 Company Name		U.S. EPA ID Number									
8. Designated Facility Name and Site Address		U.S. EPA ID Number									
Facility's Phone:											
GENERATOR	9a. HM	9b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))			10. Containers No. Type		11. Total Quantity	12. Unit Wt./Vol.	13. Waste Codes		
		Non-RCRA/Non DOT regulated rinse water					1100	g	94842 191		
	2.										
	3.										
	4.										
14. Special Handling Instructions and Additional Information Folder ID: South Coast Terminals (South Coast-Wallisville) CES Job # - 47672 Acid Spill [8-22-07] 11a) 1199 11b) 11c) 11d)											
15. GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations. If export shipment and I am the Primary Exporter, I certify that the contents of this consignment conform to the terms of the attached EPA Acknowledgment of Consent. I certify that the waste minimization statement identified in 40 CFR 262.27(a) (if I am a large quantity generator) or (b) (if I am a small quantity generator) is true.											
Generator's/Offor's Printed/Typed Name X FRANK LAYNE					Signature <i>[Signature]</i>		Month Day Year 8 23 07				
TRANSPORTER	16. International Shipments <input type="checkbox"/> Import to U.S. <input type="checkbox"/> Export from U.S. Port of entry/exit: Date leaving U.S.:										
	17. Transporter Acknowledgment of Receipt of Materials Transporter 1 Printed/Typed Name J. Hernandez Signature <i>[Signature]</i> Month Day Year 8 23 07 Transporter 2 Printed/Typed Name Signature Month Day Year										
DESIGNATED FACILITY	18. Discrepancy 18a. Discrepancy Indication Space <input type="checkbox"/> Quantity <input type="checkbox"/> Type <input type="checkbox"/> Residue <input type="checkbox"/> Partial Rejection <input type="checkbox"/> Full Rejection Manifest Reference Number: 18b. Alternate Facility (or Generator) U.S. EPA ID Number Facility's Phone: 18c. Signature of Alternate Facility (or Generator) Month Day Year										
	19. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems) 1. 2. 3. 4.										
	20. Designated Facility Owner or Operator: Certification of receipt of hazardous materials covered by the manifest except as noted in Item 18a Printed/Typed Name Goode Roy Signature <i>[Signature]</i> Month Day Year 08 23 07										
	DESIGNATED FACILITY TO DESTINATION STATE (IF REQUIRED)										
	EPA Form 8700-22 (Rev. 3-05) Previous editions are obsolete.										

UNIFORM HAZARDOUS WASTE MANIFEST		1. Generator ID Number TXD056267230	2. Page 1 of 1	3. Emergency Response Phone (713) 672-2401	4. Manifest Tracking Number 002168177 JJK	
5. Generator's Name and Mailing Address South Coast Terminals (Wallisville) 7401 Wallisville Road Houston, TX 77020 Generator's Phone: (713) 672-2401			Generator's Site Address (if different than mailing address) South Coast Terminals (Wallisville) 7401 Wallisville Rd. Houston, TX 77020 (713) 672-2401			
6. Transporter 1 Company Name CES Environmental Services, Inc.			U.S. EPA ID Number TXD008950461			
7. Transporter 2 Company Name			U.S. EPA ID Number			
8. Designated Facility Name and Site Address			U.S. EPA ID Number			
Facility's Phone:						
9a. HM	9b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))	10. Containers No. Type		11. Total Quantity	12. Unit Wt./Vol.	13. Waste Codes
	Non-RCRA Non DOT regulated rinse water	11		1100	3	54842191
2.						
3.						
4.						
14. Special Handling Instructions and Additional Information Acid Spill [8-22-07] CES Job # - 47672						
15. GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations. If export shipment and I am the Primary Exporter, I certify that the contents of this consignment conform to the terms of the attached EPA Acknowledgment of Consent. I certify that the waste minimization statement identified in 40 CFR 262.27(a) (if I am a large quantity generator) or (b) (if I am a small quantity generator) is true.						
Generator's/Offor's Printed/Typed Name FRANK LAMIE			Signature [Signature]		Month Day Year 8 23 07	
16. International Shipments <input type="checkbox"/> Import to U.S. <input type="checkbox"/> Export from U.S. Port of entry/exit: Date leaving U.S.:						
17. Transporter Acknowledgment of Receipt of Materials						
Transporter 1 Printed/Typed Name J. HARRIS			Signature [Signature]		Month Day Year 8 23 07	
Transporter 2 Printed/Typed Name			Signature		Month Day Year	
18. Discrepancy						
18a. Discrepancy Indication Space <input type="checkbox"/> Quantity <input type="checkbox"/> Type <input type="checkbox"/> Residue <input type="checkbox"/> Partial Rejection <input type="checkbox"/> Full Rejection						
Manifest Reference Number:						
18b. Alternate Facility (or Generator) U.S. EPA ID Number						
Facility's Phone:						
18c. Signature of Alternate Facility (or Generator) Month Day Year						
19. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)						
1.		2.		3.		4.
20. Designated Facility Owner or Operator: Certification of receipt of hazardous materials covered by the manifest except as noted in Item 18a						
Printed/Typed Name G. DeFroy			Signature [Signature]		Month Day Year 08 23 07	



4904 Griggs Road
Houston, TX 77021
Tel. (713) 676-1460
Fax. (713) 676-1676

Transportation Work Ticket

Folder ID : South Coast Terminals (South Coast-Wallisville)
Acid Spill [8-22-07]

Date : 8/23/2007 Manifest # :
South Coast Terminals (Wallisville)
Client : Ticket : 47672
Phone : 7136722401 Consignee :
CES Environmental Services, Inc.
Transporter :

Signature Alvin Wight

Signature _____

Leave CES Yard :	<u>4:45 am</u>	Arrive At Destination	<u>2:30</u>
Arrive At Customer :	<u>5:00 am</u>	Begin Unloading :	<u>2:50</u>
Begin Loading :	<u>5:10 am</u>	Finish Unloading :	<u>3:15</u>
Finish Loading :	<u>12:30 am</u>	Leave Destination :	_____
Leave Customer :	<u>7:00 pm</u>	Arrive At CES Yard :	_____

Customer PO #:

Total Hours:

10.5

CES Unload: ☐

Gross Weight : _____
Tare Weight : _____
Net Weight : _____

Ending Odometer : _____
Beginning Odometer : 154558
Total Miles : _____

Driver : Hernandez, Joe

Tractor # : 104

Tote # : _____

Signature [Signature]

Trailer # : _____

Box # : _____

Job Comments/Equipment : VACUATED UP ACID SPILL AS DIRECTED &
TRANSFERRED FROM VAC-TRUCK TO 250 GAL TOTES. ABOUT 2500 GALS.
9 FULL TOTES AND 1 PARTIAL. ALSO VACUATED UP RINSE WATER FROM
ACID SPILL. EQUIPMENT USED. 4 SEC 3" CHEMHOSE, VAC TRUCK
104, 10 250 GAL. TOTES (TOTAL OF 14 TOTES) 4 EMPTY'S NEEDED
TECH: J. GIPSON LEADMAN: J. HERNANDEZ

White (CES Office)

Yellow (CES Office / Billing)

Pink (CES Office / IFTA)

Golden Rod (Customer)

(Washout #104)

EPAHO093000658



4904 Griggs Road
Houston, TX 77021
Tel. (713) 878-1460
Fax. (713) 878-1676

Transportation Work Ticket

Folder ID : South Coast Terminals (South Coast-Wallisville)
Acid Spill [8-22-07]

Date : 8/23/2007 Manifest # : _____

South Coast Terminals (Wallisville)

Client : _____ Ticket : 47672

Phone : 7136722401 Consignee : _____

CES Environmental Services, Inc.

Transporter : _____

Signature X. Lopez Wright

Signature _____

Leave CES Yard : 4:15 am

Arrive At Destination 2:30

Arrive At Customer : 5:00 am

Begin Unloading : 2:50

Begin Loading : 5:10 am

Finish Unloading : 3:15

Finish Loading : 12:30 am

Leave Destination : _____

Leave Customer : ~~12:30 am~~ 2:00 pm

Arrive At CES Yard : _____

Customer PO # : _____

Total Hours : _____

10.5

CES Unload: ☐

Gross Weight : _____

Ending Odometer : _____

Tare Weight : _____

Beginning Odometer : 154558

Net Weight : _____

Total Miles : _____

Driver : Hernandez, Joe

Tractor # : 104

Tote # : _____

Signature [Signature]

Trailer # : _____

Box # : _____

Job Comments/Equipment : VACUATED UP ACID SPILL AS DIRECTED &

TRANSFERRED FROM VAC. TRUCK TO 250 GAL TOTES. ABOUT 2500 GAL.

9 FULL TOTES AND 1 PARTIAL. ALSO VACUATED UP RINSE WATER FROM

ACID SPILL. EQUIPMENT USED: 4 SEC 3" CHEMHOSE, VAC. TRUCK,

124, 10 250 GAL TOTES (TOTAL OF 14 TOTES) 4 EMPT'S. NEEDED

TECH: J. GIBSON

LEADMAN: J. HERNANDEZ

White (CES Office)

Yellow (CES Office / Billing)

Pink (CES Office / IFTA)

Golden Rod (Customer)

(Washout #104)

EPAHO093000659



**CES Environmental
Services, Inc.**

JOB INFORMATION PROFILE

Folder ID : **South Coast Terminals (South Coast-Wallisville)
Acid Spill [8-22-07]**

Customer : South Coast Terminals (Wallisville)

Address : 7401 Wallisville Rd.

City,State,Zip : Houston TX , 77020

CES Contact : () -

Driver : **Hernandez, Joe**

Helper : J. Gipson

Date : 8/23/2007

Time : 0400

Truck # 104

Trailer #

Job Description :

****This is the same place as the gummy spill awhile back!!**

****GATE 2****

Pump out acid from a containment and offload in plant

Rinse down the containment with a garden hose after you are done (they have the water and hose)

Note:

-PPE

-4 sections of 3" hose

ID #: 47672

CUSTOMER INFORMATION

OPERATION HOURS:

Open :
Close:

SHIPPING/RECEIVING CONTACT:

Name:
Number:

AFTER HOURS CONTACT:

Name:
Number:

RECEIVING INFORMATION

OPERATION HOURS:

Open :
Close:

SHIPPING/RECEIVING CONTACT:

Name:
Number:

AFTER HOURS CONTACT:

Name:
Number:

PURCHASE ORDER NUMBER REQUIRED:

☐ YES ☐ NO

IF YES, P.O. #:

PPE REQUIRED:

☐ YES ☐ NO

IF YES, WHAT?

CAN CUSTOMER LOAD US:

☐ YES ☐ NO

ROPPER PUMP:

☐ YES ☐ NO

LOADING/UNLOADING TRAILER TYPE:

☐ REAR ☐ BELLY
☐ DOES NOT MATTER

HACSC REQUIRED:

☐ YES ☐ NO

IF YES, WHAT?

WASHOUT ANTICIPATED:

☐ YES ☐ NO

BOX LINER REQUIRED

☐ YES ☐ NO

BOX NUMBER:

EPAHO093000660

**CES Environmental
Services, Inc.**

Bill Of Lading # :

47675

Folder ID : South Coast Terminals (South Coast-Wallisville)
Acid Spill [8-22-07]

Original - Shipper Provided Short Form Straight Bill of Lading - Not Negotiable - Domestic

SHIPPED FROM :

CES Environmental Services, Inc.
4904 Griggs Rd
Houston, TX 77021
(713) 676-1460

11a)
11b)
11c)
11c)

The property described below, in apparent good order, except as noted (content and condition of packages unknown), marked, consigned, and destined as indicated below, which said carrier (the word carrier being understood throughout this as meaning any person or corporation authorized to be in possession of the property under the contract) agrees to carry to its unusual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. This Bill of Lading is a receipt for goods; it is not of itself a contract of carriage. It is mutually agreed, as to each carrier of all or as to any said over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions contained in the applicable contract between shipper and carrier or intermediary.

For payment: Charges to be billed to Shipper or the "Billed to" party are set forth in the governing contract with Shipper. No charges other than those contained therein may be billed to Shipper or the "Billed to" party without prior written consent of Shipper. The extra copy of this Bill of Lading, furnished at the time of shipment, must be attached to the freight bill submitted to Shipper or the "Billed to" party and sent to:

CONSIGNEE TO :

South Coast Terminals (Wallisville Rd.)
7401 Wallisville Road
Houston, TX 77020

CARRIER :

CES Environmental Services, Inc.
4904 Griggs Rd.
Houston, TX 77021

This is to certify that the product stated below are properly classified, described, packaged, marked and labeled and is in proper condition for transportation according to the applicable regulations of the Department of Transportation. If this Shipment moves between to ports by a carrier by water, the law requires that the Bill of Lading shall state whether it is "carrier's or shipper's weight."

Intermodal Certificate: All information required by Federal Highway Administration regulations at 49 CFR 390.54b implementing the Intermodal Safe Container Act of 1992 is set forth on the face of this bill of lading. The shipper name herein is the tendering party.

Haz	Container		Total Quantity	Unit Wt/Vol	Description of Materials, Special Marks, and Exceptions
	No.	Type			

No 124 Each Delivery of Empty Totes

Shipper : CES Environmental Services, Inc.

Per : D. Sanchez Signature : D. Sanchez Date : 8/23/07

Carrier CES Environmental Services, Inc.

Per : DARLIN Sanchez Signature : D. Sanchez Date : 8/23/07

Receiving Facility : South Coast Terminals (Wallisville Rd.)

Per : FRANK LAYNE Signature : [Signature] Date : 8-23-07

White (Generator Return Copy)

Yellow (Transporter Copy)

Pink (Receiving Facility Copy)

Golden Rod (Generator 1st Copy)

EPAHO093000661

**CES Environmental
Services, Inc.**

Bill Of Lading # :

47675

Folder ID :	South Coast Terminals (South Coast Wallisville) Acid Spill [B-22-07]
-------------	---

Original - Shipper Provided Short Form Straight Bill of Lading - Not Negotiable - Domestic

SHIPPED FROM :

CES Environmental Services, Inc.

4904 Griggs Rd

Houston, TX 77021

(713) 676-1460

11a)

11b)

11c)

11c)

The property described below, in apparent good order, except as noted (content and condition of packages unknown), marked, consigned, and destined as indicated below, which said carrier (the word carrier being understood throughout this as meaning any person or corporation authorized to be in possession of the property under the contract) agrees to carry to its unusual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. This Bill of Lading is a receipt for goods; it is not of itself a contract of carriage. It is mutually agreed, as to each carrier of all or as to any said over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions contained in the applicable contract between shipper and carrier or intermediary.

For payment: Charges to be billed to Shipper or the "Billed to" party are set forth in the governing contract with Shipper. No charges other than those contained therein may be billed to Shipper or the "Billed to" party without prior written consent of Shipper. The extra copy of this Bill of Lading, furnished at the time of shipment, must be attached to the freight bill submitted to Shipper or the "Billed to" party and sent to:

CONSIGNEE TO :

South Coast Terminals (Wallisville Rd.)

7401 Wallisville Road

Houston, TX 77020

CARRIER :

CES Environmental Services, Inc.

4904 Griggs Rd.

Houston, TX 77021

This is to certify that the product stated below are properly classified, described, packaged, marked and labeled and is in proper condition for transportation according to the applicable regulations of the Department of Transportation. If this Shipment moves between to ports by a carrier by water, the law requires that the Bill of Lading shall state whether it is "carrier's or shipper's weight."

Intermodal Certificate: All information required by Federal Highway Administration regulations at 49 CFR 390.54b implementing the Intermodal Safe Container Act of 1992 is set forth on the face of this bill of lading. The shipper name herein is the tendering party.

Haz	Container		Total Quantity	Unit Wt/Vol	Description of Materials, Special Marks, and Exceptions
	No.	Type			

No	14	Each	Delivery of Empty Totes
----	----	------	-------------------------

Shipper : CES Environmental Services, Inc.

Per : D. Sanchez Signature : D. Sanchez Date : 8/23/07

Carrier : CES Environmental Services, Inc.

Per : D. Sanchez Signature : D. Sanchez Date : 8/23/07

Receiving Facility : South Coast Terminals (Wallisville Rd.)

Per : FRANK LAJAN Signature : [Signature] Date : 8-23-07

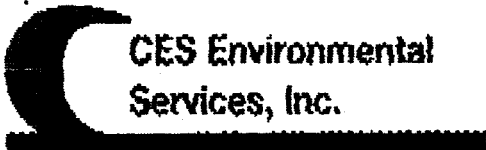
White (Generator Return Copy)

Yellow (Transporter Copy)

Pink (Receiving Facility Copy)

Golden Rod (Generator 1st Copy)

EPAHO093000662



**CES Environmental
Services, Inc.**

4904 Griggs Road
Houston, TX 77021
Tel. (713) 876-1460
Fax. (713) 876-1676

Transportation Work Ticket

Folder ID : South Coast Terminals (South Coast-Wallisville)
Acid Spill [8-22-07]

Date : 8/23/2007 Manifest # : _____
CES Environmental Services, Inc.
Client : _____ Ticket : 47675
Phone : 7136761460 Consignee : South Coast Terminals (Wallisville Rd.)
CES Environmental Services, Inc.
Transporter : _____
Signature Al L Signature _____

Leave CES Yard : <u>PM 4:45</u>	Arrive At Destination : _____
Arrive At Customer : <u>5:00</u>	Begin Unloading : _____
Begin Loading : _____	Finish Unloading : _____
Finish Loading : <u>6:00</u>	Leave Destination : _____
Leave Customer : _____	Arrive At CES Yard : _____

Customer PO # : _____	Total Hours : _____	CES Unload: <input type="checkbox"/>
-----------------------	---------------------	--------------------------------------

Gross Weight : _____	Ending Odometer : <u>82886</u>
Tare Weight : _____	Beginning Odometer : <u>62874</u>
Net Weight : _____	Total Miles : <u>12</u>

Driver : Sanchez, Omar Tractor # : 288 Tote # : _____
Signature D Sanchez Trailer # : 217 Box # : _____

Job Comments/Equipment : _____

White (CES Office)

Yellow (CES Office / Billing)

Pink (CES Office / IFTA)

Golden Rod (Customer)

EPAHO093000663

**CES Environmental
Services, Inc.**

Bill Of Lading # :

47755

Folder ID : South Coast Terminal (South Coast-Wallisville)
Acid Spill [8-22-07]

Original - Shipper Provided Short Form Straight Bill of Lading - Not Negotiable - Domestic

SHIPPED FROM :

South Coast Terminals (Wallisville)

11a)

7401 Wallisville Rd.

11b)

Houston, TX 77020

11c)

11c)

The property described below, in apparent good order, except as noted (content and condition of packages unknown), marked, consigned, and destined as indicated below, which said carrier (the word carrier being understood throughout this as meaning any person or corporation authorized to be in possession of the property under the contract) agrees to carry to its unusual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. This Bill of Lading is a receipt for goods; it is not of itself a contract of carriage. It is mutually agreed, as to each carrier of all or as to any said over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions contained in the applicable contract between shipper and carrier or intermediary.

For payment: Charges to be billed to Shipper or the "Billed to" party are set forth in the governing contract with Shipper. No charges other than those contained therein may be billed to Shipper or the "Billed to" party without prior written consent of Shipper. The extra copy of this Bill of Lading, furnished at the time of shipment, must be attached to the freight bill submitted to Shipper or the "Billed to" party and sent to:

CONSIGNEE TO :

CARRIER :

CES Environmental Services, Inc.

4904 Griggs Rd.

Houston, TX 77021

This is to certify that the product stated below are properly classified, described, packaged, marked and labeled and is in proper condition for transportation according to the applicable regulations of the Department of Transportation. If this Shipment moves between to ports by a carrier by water, the law requires that the Bill of Lading shall state whether it is "carrier's or shipper's weight."

Intermodal Certificate: All information required by Federal Highway Administration regulations at 49 CFR 390.540 implementing the Intermodal Safe Container Act of 1992 is set forth on the face of this bill of lading. The shipper name herein is the tendering party.

Haz	Container		Total Quantity	Unit Wt/Vol	Description of Materials, Special Marks, and Exceptions
	No.	Type			

No	5	TP	5	Each	Empty Totes
----	---	----	---	------	-------------

Shipper : South Coast Terminals (Wallisville)

Per [Signature] Signature [Signature] Date : 8-23-07

Carrier CES Environmental Services, Inc.

Per [Signature] Signature [Signature] Date : 8-23-07

Receiving Facility

Per : _____ Signature : _____ Date : _____

White (Generator Return Copy)

Yellow (Transporter Copy)

Pink (Receiving Facility Copy)

Golden Rod (Generator 1st Copy)

EPAHO093000664



**CES Environmental
Services, Inc.**

JOB INFORMATION PROFILE

Folder ID : South Coast Terminals (South Coast-Wallisville)
Acid Spill [8-22-07]

Customer : South Coast Terminals (Wallisville)

Address : 7401 Wallisville Rd.

City,State,Zip : Houston TX , 77020

CES Contact : Matt Bowman (713) 826 - 1329

Driver : Arthur

Helper :

Date : 8/23/2007

Time :

Truck # 102

Trailer #

Job Description :

Deliver 5 empty Totes

ID #: 47755

CUSTOMER INFORMATION

OPERATION HOURS:

Open :
Close:

SHIPPING/RECEIVING CONTACT:

Name:
Number:

AFTER HOURS CONTACT:

Name:
Number:

RECEIVING INFORMATION

OPERATION HOURS:

Open :
Close:

SHIPPING/RECEIVING CONTACT:

Name:
Number:

AFTER HOURS CONTACT:

Name:
Number:

PURCHASE ORDER NUMBER REQUIRED:

☐ YES ☐ NO

IF YES, P.O. #:

PPE REQUIRED:

☐ YES ☐ NO

IF YES, WHAT?

CAN CUSTOMER LOAD US:

☐ YES ☐ NO

ROPPER PUMP:

☐ YES ☐ NO

LOADING/UNLOADING TRAILER TYPE:

☐ REAR ☐ BELLY
☐ DOES NOT MATTER

BOX NUMBER:

CES OWNS BOX:

☐ YES ☐ NO

CUSTOMER OWNS BOX:

☐ YES ☐ NO

CES RENTED BOX:

☐ YES ☐ NO

CUSTOMER RENTED BOX:

☐ YES ☐ NO

AMOUNT OF HOSE NEEDED:

SIZE:

DRUM DOLLY NEEDED:

☐ YES ☐ NO

PALLET JACK NEEDED:

☐ YES ☐ NO

CES Environmental Services

Container / Tank Cleaning Division
4904 Griggs Rd. • Houston, TX 77021
Phone: (713) 676-1460 • Fax: (713) 676-1676

TANK WASH WORK ORDER

16846

PO # <u>SOUTH COAST</u>	Customer: <u>SPILL ON 8-22-07 CES</u>	Date: <u>8-22-07</u>
Tractor	Address:	Time:
Trailer / Container Number <u>104</u>	Dropped By: <u>Andres Soto</u>	Need By: <u>ASAP</u>

CONTAINER TYPE: ☐ TOTE BIN ☐ ROLL DOOR BOX ☐ ISO CONTAINER ☐ DRY BULK
☐ TANK TRAILER ☐ ROLL TARP BOX ☐ VACUUM BOX ☐ FRAC TANK ☐ POLY TANK ☐ VACUUM TRUCK

Compartment #	Last Contained	Heel - Hazardous	Heel - Non-Haz	Drum / Rolloff
1	<u>w/water</u>		<u>110 gal</u>	<u>R/O</u>
2	<u>oily</u>			
3	<u>WATER</u>			
4				
5				

CLEANING CODES	WORK PERFORMED	TANK ENTRY PERMIT
1 Air Dry		Oxygen (19.5% -23.5%) #1 <u>21.9</u> #2 <u>0</u> #3 <u>0</u> #4 <u>0</u> #5 <u>0</u>
2 Quick Rinse		LEL (<10%) #1 <u>0</u> #2 <u>0</u> #3 <u>0</u> #4 <u>0</u> #5 <u>0</u>
3 Cold Water Rinse		CO ₂ (<35 ppm) #1 <u>0</u> #2 <u>0</u> #3 <u>0</u> #4 <u>0</u> #5 <u>0</u>
4 Hot Water Rinse		Toxic Vapor #1 <u>0</u> #2 <u>0</u> #3 <u>0</u> #4 <u>0</u> #5 <u>0</u>
5 Steam Only (Per Hour)		Signature: <u>BB</u>
6 Steam & Dry		Stripper Usage:
7 Rinse, Steam & Dry		Comments:
8 Detergent Wash, Rinse & Dry	<u>✓</u>	<u>CHARGE \$375</u>
9 Caustic Wash & Dry		<u>FOR WASH OUT</u>
10 Caustic Wash, Rinse & Dry		<u>TO CLEAN TO</u>
11 Waste Water Surcharge	<u>✓</u>	<u>GO TO SPILL</u>
12 Solvent Wash (Diesel # Hours)		<u>(NO HEEL CHARGE)</u>
13 Solvent Wash (Stripper)		Authorized Additional Services:
14 Exterior Tractor Wash		
15 Exterior Trailer Wash (w/o Internal)		
16 Exterior Trailer Wash (with Internal)		
17 Exterior Acid Brite Wash		
18 Hand Labor (# Men / # Hours)	<u>✓</u>	
19 Hydroblaster (# Hours)		
20 Solvent Wash (Green Stripper)		
21 Passivation		
Hose Cleaning <u>3"</u>	<u>✓</u>	
Pump Cleaning		

CES Environmental Services, Inc., Cleaning Division, makes no guarantees with respect to the thoroughness of the tank washing procedure or the total elimination of interior residues and/or moisture. Final inspection of the equipment remains the responsibility of the customer, and they hereby release CES Environmental Services, Inc., Cleaning Division, from any responsibility for claims arising from any allegations that the equipment was improperly cleaned, resulting in damage or loss.

CES Environmental Services, Inc., Cleaning Division, is in no manner responsible for any damages or losses of equipment and/or materials left in their yard.

Cleaned By: BB Date 8-22-07

Inspected By: _____ Date _____

Print Name: _____ Date _____

Signature: _____

EPAHO093000666



713-616-1676

INVISTA
Material Safety Data Sheet130000005074 DBA DIBASIC ACID
Revised 1-MAY-2004

CHEMICAL PRODUCT/COMPANY IDENTIFICATION

Material Identification

Formula : $\text{HOOC}-(\text{CH}_2)_2-\text{COOH}$

Tradenames and Synonyms

DBA
DBA MIXTURE
ADBA
DBA MIXTURE ANHYDROUS
DIBASIC ACID SOLUTION
AGS

Company Identification

MANUFACTURER/DISTRIBUTOR

INVISTA S.à r.l.
INVISTA Building
4123 East 37th Street North
Wichita, KS 67220

PHONE NUMBERS

Product Information : 1-877-446-8478 (outside the U.S. 770-792-4221)
Transport Emergency : CHEMTREC 1-800-424-9300 (outside U.S. 703-527-3887)
Medical Emergency : 1-613-348-3616

COMPOSITION/INFORMATION ON INGREDIENTS

Components

Material	CAS Number	%
GLUTARIC ACID	110-94-1	11-65
SUCCINIC ACID	110-15-6	5-31
ADIPIC ACID	124-04-9	4-25
NITRIC ACID	7697-37-2	0-1500 ppm
LEVULINIC ACID	123-76-2	0-1
WATER	7732-18-5	0-80

HAZARDS IDENTIFICATION

Potential Health Effects

This mixture may cause skin and eye irritation.

130000005074

INVISTA
Material Safety Data Sheet

Page 2

HUMAN HEALTH EFFECTS:

Skin contact may cause skin irritation with discomfort or rash. Eye contact may cause eye irritation with discomfort, tearing, or blurring of vision.

Carcinogenicity Information

None of the components present in this material at concentrations equal to or greater than 0.1% are listed by IARC, NTP, OSHA or ACGIH as a carcinogen.

FIRST AID MEASURES

First Aid

INHALATION

If inhaled, immediately remove to fresh air. If not breathing, give artificial respiration. If breathing is difficult, give oxygen. Call a physician.

SKIN CONTACT

Flush skin with water after contact. Wash contaminated clothing before reuse. If molten product is contacted, treat for thermal burn.

EYE CONTACT

In case of contact, immediately flush eyes with plenty of water for at least 15 minutes. Call a physician.

INGESTION

If swallowed, do not induce vomiting. Immediately give two glasses of water or activated charcoal slurry. Never give anything by mouth to an unconscious person. Call a physician.

NOTE:

To prepare activated charcoal slurry, suspend 50 grams activated charcoal in 400 mL water and mix thoroughly. Administer 5 mL/kg, or 350 mL for an average adult.

FIRE FIGHTING MEASURES

Flammable Properties

Flash Point : 232 C (450 F)
Method : CC

Hazardous gases/vapors produced in fire are carbon monoxide and nitrogen oxides.

Extinguishing Media

Water, Foam, Dry Chemical.

Print Date: 2 - 3 - 2005

EPAHO093000668

130000005074

INVISTA
Material Safety Data Sheet

Page 3

Carbon Dioxide (CO2).

Fire Fighting Instructions

Wear self-contained breathing apparatus. Wear full protective equipment. Flood with water. Use water spray.

Keep personnel removed and upwind of fire.

ACCIDENTAL RELEASE MEASURES-----
Safeguards (Personnel)

NOTE: Review FIRE FIGHTING MEASURES and HANDLING (PERSONNEL) sections before proceeding with clean-up. Use appropriate PERSONAL PROTECTIVE EQUIPMENT during clean-up.

Initial Containment

Remove source of heat, sparks, flame, impact, friction or electricity. Dike spill. Prevent material from entering sewers, waterways, or low areas.

Spill Clean Up

Soak up with sawdust, sand, oil dry or other absorbent material.

Accidental Release Measures

If DBA is spilled and not recovered, or is recovered as a waste for treatment or disposal, the CERCLA reportable quantity is 100 lbs. (release of an unlisted hazardous waste characteristic of corrosivity).

The reportable quantity for adipic acid is 5,000 lbs.

HANDLING AND STORAGE-----
Handling (Personnel)

Do not breathe vapor or mist. Avoid contact with eyes, skin, or clothing. Normal precautions for handling hot, molten liquid or solutions. Wash thoroughly after handling. Wash clothing after use.

Storage

Keep container in a cool place. Do not mix with strong oxidants. Store in a well ventilated place. Store in a cool place. Keep container tightly closed.

EXPOSURE CONTROLS/PERSONAL PROTECTION

Print Date: 2 - 3 - 2005

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INVISTA
Material Safety Data Sheet

Page 4

Engineering Controls

Keep container tightly closed.

Use with sufficient ventilation to keep employee exposure below recommended limits. If heated above 130 deg C (266 deg F), provide protection against nitrogen oxides fumes.

Personal Protective Equipment

EYE/FACE PROTECTION

Wear safety glasses. Wear coverall chemical splash goggles and face shield when the possibility exists for eye and face contact due to splashing or spraying of material.

RESPIRATORS

A NIOSH approved air purifying respirator with an organic vapor cartridge or canister may be permissible under certain circumstances where airborne concentrations are expected to exceed exposure limits. Protection provided by air purifying respirators is limited. Use a positive pressure air supplied respirator if there is any potential for an uncontrolled release, exposure levels are not known, or any other circumstances where air purifying respirators may not provide adequate protection.

PROTECTIVE CLOTHING

Wear impervious clothing to prevent contact with this product, such as gloves, apron, boots or whole bodysuit made from neoprene or butyl rubber, as appropriate.

Exposure Guidelines

Exposure Limits

DBA DIBASIC ACID

PEL (OSHA) : Particulates (Not Otherwise Regulated)
15 mg/m3, 8 Hr. TWA, total dust
5 mg/m3, 8 Hr. TWA, respirable dust

Other Applicable Exposure Limits

ADIPIC ACID

PEL (OSHA) : None Established
TLV (ACGIH) : 5 mg/m3, 8 Hr. TWA
AEL * : 5 mg/m3, 8 & 12 Hr. TWA
WEEL (AIHA) : 5 mg/m3, 15 minute TWA

NITRIC ACID

PEL (OSHA) : 2 ppm, 5 mg/m3, 8 Hr. TWA
TLV (ACGIH) : 2 ppm, 5.2 mg/m3, 8 Hr. TWA
STEL 4 ppm, 10 mg/m3
AEL * : 5 mg/m3, 8 & 12 Hr. TWA

130000005074

INVISTA
Material Safety Data Sheet

Page 5

* AEL is DuPont's Acceptable Exposure Limit. Where governmentally imposed occupational exposure limits which are lower than the AEL are in effect, such limits shall take precedence.

PHYSICAL AND CHEMICAL PROPERTIES

Physical Data

Vapor Pressure	: 24 mm Hg @ 25 C (77 F) 20 wt.% solution
Solubility in Water	: 100 WT%
pH	: <2 (Solution)
Odor	: Pungent
Form	: Solid-room temperature/Liquid-higher temp.*
Color	: Off-white
Specific Gravity	: 1.19

*Shipped as 20%, 50%, 80%, or 94% aqueous solution.

Physical Hazards

Hot solutions of DBA present burn hazard.

STABILITY AND REACTIVITY

Chemical Stability

Stable at normal temperatures and storage conditions.

Incompatibility with Other Materials

Incompatible with strong oxidants.

Decomposition

Decomposes with heat.

Hazardous decomposition products are nitrogen oxides.

Polymerization

Polymerization will not occur.

TOXICOLOGICAL INFORMATION

Animal Data

Oral LD50: 6,829 mg/kg in rats

The product is a skin irritant, a severe eye irritant, but is not a skin sensitizer in animals. Toxic effects described in animals from single exposure by ingestion include nonspecific effects, such as weakness and weight

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INVISTA
Material Safety Data Sheet

Page 6

loss.

DISPOSAL CONSIDERATIONS

Waste Disposal

This product may be an RCRA Hazardous Waste on disposal due to the corrosivity characteristic. Treatment, storage, transportation and disposal must be in accordance with applicable Federal, State, and local regulations. Recover nonusable free liquid and dispose of in an approved and permitted biological treatment system. Remove nonusable solid material and/or contaminated soil, for disposal in an approved and permitted landfill. Do not flush to surface water or sanitary sewer system.

TRANSPORTATION INFORMATION

Shipping Information

DOT/IMO
Proper Shipping Name : CORROSIVE LIQUID, ACIDIC, ORGANIC, N.O.S.
(MIXTURE OF CARBOXYLIC ACIDS)
Hazard Class : 8
UN No. : 3265
DOT/IMO Label : CORROSIVE
Packing Group : III

REGULATORY INFORMATION

U.S. Federal Regulations

TSCA Inventory Status : Reported/Included.

TITLE III HAZARD CLASSIFICATIONS SECTIONS 311, 312

Acute : Yes
Chronic : No
Fire : No
Reactivity : No
Pressure : No

LISTS:

SARA Extremely Hazardous Substance -No
CERCLA Hazardous Material -(*)
SARA Toxic Chemicals -No

*See Disposal Information.

OTHER INFORMATION

Print Date: 2 - 3 - 2005

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130000005074

INVISTA
Material Safety Data Sheet

Page 7

NFPA, NPCA-HMIS

NPCA-HMIS Rating

Health	: 2
Flammability	: 1
Reactivity	: 1

Personal Protection rating to be supplied by user depending on use conditions.

Additional Information

The picric acid concentration in this product may be 0-2300 ppm. When this product is used in chemical reactions, care must be taken so as to avoid concentration of picric acid during processing. Processors using this product as a raw material should be aware of this potential hazard.

.....

The data in this Material Safety Data Sheet relates only to the specific material designated herein and does not relate to use in combination with any other material or in any process.

Responsibility for MSDS: INVISTA MSDS Coordinator
Address: DuPont Building Room 6054-A, Wilmington, DE 19898
Telephone: 302-773-0904

End of MSDS

™ Registered Trademarks

.....


™ LYCRA, Stainmaster, Antron, Comfocel, Coolmax, Cordura, Supplex, Tactel, Teflon, Thermolite, Adi-Pure, C12 Cortec, DBE, Dytek, NYCO, SolarMax, Elaspam, and Terathane are Registered Trademarks of their respective companies.

Print Date: 2 - 3 - 2005


EPAHO093000673

Southcoast Terminals (Wallisville Rd.)
Enviro fuels DFC Product

C. S got Allied
7.5 g- f BLACK OIL (new use)


Sparco™
The Future
SP11-1/3

Travis
Perry
713 249
1084
Earl
713-671-
5412
78d
23 T
1 Bulk Gal



Eniro fuels DFC Product

Customer Special Requests/Requirements

☐

Y

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11

N

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1

IN

Job Estimate

[illegible]



EnviroFuels, LLC
Tel: 1-713-821-9600
Fax: 1-713-821-9601

INVOICE

Invoice	4480
Date	7/7/2008
Page:	1

Bill To:

CES Environmental Services

4904 Griggs RD
Houston TX 77021

United States
(000) 000-0000 Ext. 0000

Ship To:

CES Environmental Services

4904 Griggs RD
Houston TX 77021

United States
(000) 000-0000 Ext. 0000

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No
	CES	M.CUMMINGS		Due Upon Receipt	7/9/2008	3,352

Ordered	Shipped	B/O	Item Number	Description	Discount	Unit Price	Ext. Price
3,143.00	3,143.00	0.00	RECYCLED OIL	Recycled Oil	\$0	\$0	\$1,571.50
<div>55 048</div> <div>POSTED 7/21/08</div>							

Tracking Number:**Comments:****Payment Info:**

22250# or 3143 Gallons oil to be recycled.

Make all Checks payable to EnviroFuels LLC in US dollars

Remit to: Envirofuels LLC

P.O. Box 203047 Houston, TX 77216-3047

If you have any questions concerning this invoice contact 1-713-821-9600.

All DFC and LTP products are packaged and billed based on standard conditions.

Subtotal	\$1,571.50
Deposit	\$0.00
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Trade Discount	\$0.00
Total	\$1,571.50

**THANK YOU FOR
YOUR BUSINESS!**

EPAHO093000678

South Coast Terminals
7401 WALLISVILLE ROAD
HOUSTON, TX 77020

SHIP DATE
07/07/08
ORDER DATE
07/15/08
B/L NO.
99598

PAGE 1 OF 1

CARRIER	CPU
---------	-----

CONSIGNEE
CES ENVIRONMENTAL SERVICES
4904 GRIGGS RD
HOUSTON TX 77021

SHIPPER
ENVIROFUELS, LP
ATTN:Merril Cummings
2328 BELLFORT STREET
HOUSTON TX 77051

CUST NO.	SALES AG.	CONSIGNEE NO.	BOOKING #
03700	06		
CUST. ORDER NO.	07/07/08	FREIGHT	CAR#/TRAILER#
1		PREPAID	
SEAL			

QUANTITY ORDERED	QUANTITY SHIPPED	PACKAGING	H M	DESCRIPTION	IN LBS NET WEIGHT	IN LBS GROSS WEIGHT
22250	0	1		NOT DOT REGULATED EF 200-10 TEMP	G T N	22250

10 TOTES

This is to certify that the above named materials are properly classified, described, packaged, marked and labeled and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.
DELISAL

Signature

Subject to Section 7 of the conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement: The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

DELISAL

Signature of Consignor

The correct weight is as shown above subject to verification in accordance with any applicable agreement with carriers or their authorized agent.

Received, subject to the classifications and lawfully filed tariffs in effect on the date of the issue of this Bill of Lading, the property described below in apparent good order, subject to all the terms and conditions of the Domestic Bill of Lading set forth in the classification or tariff which governs the transportation of the shipment.

SHIPPER	CARRIER	COD Amt: \$
SHIPPER South Coast Terminals PER DELISAL	PLACARDS OFFERED DRIVER PLEASE INITIAL PLACARDED <input type="checkbox"/> NAME OF PLACARD MSDS and COA RECEIVED <input type="checkbox"/> AGENT PER TOTAL NO. OF PACKAGES REC'D.	Third Party Freight Bill To: ENVIROFUELS 11111 BAGBY ST. 4900 HOUSTON, TX 77002

FOR EMERGENCY RESPONSE INSTRUCTIONS
CALL CHEMTREC at 1-800-424-9300

EPAHO093000679

#248

CES Environmental
Services, Inc.

Bill Of Lading # :

68131

Folder ID : South Coast Terminals (South Coast - Wallisville Rd.)
Envirofuels DFC Product

Original - Shipper Provided Short Form Straight Bill of Lading - Not Negotiable - Domestic

SHIPPED FROM :

South Coast Terminals (Wallisville)
7401 Wallisville Rd.
Houston, TX 77020
(713) 672-240111a) 2600
11b)
11c)
11c)

The property described below, in apparent good order, except as noted (content and condition of packages unknown), marked, consigned, and destined as indicated below, which said carrier (the word carrier being understood throughout this as meaning any person or corporation authorized to be in possession of the property under the contract) agrees to carry to its unusual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. This Bill of Lading is a receipt for goods; it is not of itself a contract of carriage. It is mutually agreed, as to each carrier of all or as to any said over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions contained in the applicable contract between shipper and carrier or intermediary.

For payment: Charges to be billed to Shipper or the "Billed to" party are set forth in the governing contract with Shipper. No charges other than those contained therein may be billed to Shipper or the "Billed to" party without prior written consent of Shipper. The extra copy of this Bill of Lading, furnished at the time of shipment, must be attached to the freight bill submitted to Shipper or the "Billed to" party and sent to:

CONSIGNEE TO :

CES Environmental Services, Inc.
4904 Griggs Rd.
Houston, TX 77021

CARRIER :

CES Environmental Services, Inc.
4904 Griggs Rd.
Houston, TX 77021

This is to certify that the product stated below are properly classified, described, packaged, marked and labeled and is in proper condition for transportation according to the applicable regulations of the Department of Transportation. If this Shipment moves between to ports by a carrier by water, the law requires that the Bill of Lading shall state whether it is "carrier's or shipper's weight."

Intermodal Certificate: All information required by Federal Highway Administration regulations at 49 CFR 390.540 implementing the Intermodal Safe Container Act of 1992 is set forth on the face of this bill of lading. The shipper name herein is the tendering party.

Haz	Container		Total Quantity	Unit Wt/Vol	Description of Materials, Special Marks, and Exceptions
	No.	Type			

No	10	TP	P	Not DOT regulated	Non DOT regulated material (Envirofuels EF-10K)
----	----	----	---	-------------------	---

Shipper : South Coast Terminals (Wallisville)

Per : [Signature] Signature : X Date : 07-17-08

Carrier CES Environmental Services, Inc.

Per : Derek Tucker Signature : [Signature] Date : 07-17-08

Receiving Facility CES Environmental Services, Inc.

Per : [Signature] Signature : [Signature] Date : 07/17/08

White (Generator Return Copy)

Yellow (Transporter Copy)

Pink (Receiving Facility Copy)

Golden Rod (Generator 1st Copy)

EPAHO093000680

**CES Environmental
Services, Inc.**

Bill Of Lading # :

68131

#248

Folder ID : South Coast Terminals (South Coast - Wallisville Rd.)
Envirofuel DFC Product

Original - Shipper Provided Short Form Straight Bill of Lading - Not Negotiable - Domestic

SHIPPED FROM :

South Coast Terminals (Wallisville)
7401 Wallisville Rd.
Houston, TX 77020
(713) 672-2401

11a) 2600
11b)
11c)
11c)

The property described below, in apparent good order, except as noted (content and condition of packages unknown, marked, consigned, and destined as indicated below, which said carrier (the word carrier being understood throughout this as meaning any person or corporation authorized to be in possession of the property under the contract) agrees to carry to its unusual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. This Bill of Lading is a receipt for goods; it is not of itself a contract of carriage. It is mutually agreed, as to each carrier of all or as to any said over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions contained in the applicable contract between shipper and carrier or intermediary.

For payment: Charges to be billed to Shipper or the "Billed to" party are set forth in the governing contract with Shipper. No charges other than those contained therein may be billed to Shipper or the "Billed to" party without prior written consent of Shipper. The extra copy of this Bill of Lading, furnished at the time of shipment, must be attached to the freight bill submitted to Shipper or the "Billed to" party and sent to:

CONSIGNEE TO :

CES Environmental Services, Inc.
4904 Griggs Rd.
Houston, TX 77021

CARRIER :

CES Environmental Services, Inc.
4904 Griggs Rd.
Houston, TX 77021

This is to certify that the product stated below are properly classified, described, packaged, marked and labeled and is in proper condition for transportation according to the applicable regulations of the Department of Transportation. If this shipment moves between to ports by a carrier by water, the law requires that the Bill of Lading shall state whether it is "carrier's or shipper's weight."

Intermodal Certificate: All information required by Federal Highway Administration regulations at 49 CFR 390.540 implementing the Intermodal Safe Container Act of 1992 is set forth on the face of this Bill of Lading. The shipper name herein is the tendering party.

Haz	Container		Total Quantity	Unit Wt/Vol	Description of Materials, Special Marks, and Exceptions
	No.	Type			

No 10 TP P Non DOT regulated material (Envirofuels EF-10K)

Shipper: South Coast Terminals (Wallisville)

Per: [Signature] Signature: X

Date: 07-17-08

Carrier CES Environmental Services, Inc.

Per: Derek Tucker

Signature: [Signature]

Date: 07-17-08

Receiving Facility CES Environmental Services, Inc.

Per: [Signature] Signature: [Signature]

Date: 07/17/08

White (Generator Return Copy)

Yellow (Transporter Copy)

Pink (Receiving Facility Copy)

Golden Rod (Generator 1st Copy)

EPAHO093000681



**CES Environmental
Services, Inc.**

4904 Griggs Road
Houston, TX 77021
Tel. (713) 676-1460
Fax. (713) 676-1676

Transportation Work Ticket

Folder ID : South Coast Terminals (South Coast - Wallisville Rd.)
Envirofuels DFC Product

Date : 7/17/2008 Manifest # : _____

South Coast Terminals (Wallisville)

Client : _____ Ticket : 68131

Phone : 7136722401 Consignee : CES Environmental Services, Inc.

CES Environmental Services, Inc.

Transporter : _____

Signature X [Signature] Signature _____

Leave CES Yard : <u>8:00</u>	Arrive At Destination <u>11:00</u>
Arrive At Customer : <u>8:26</u>	Begin Unloading : _____
Begin Loading : <u>9:00</u>	Finish Unloading : _____
Finish Loading : <u>9:31</u>	Leave Destination : _____
Leave Customer : <u>9:45</u>	Arrive At CES Yard : _____

Customer PO #:

Total Hours:

CES Unload: ☒

Gross Weight : _____	Ending Odometer : <u>93201</u>
Tare Weight : _____	Beginning Odometer : <u>93166</u>
Net Weight : _____	Total Miles : _____

Driver : Tucker, Derek Tractor # : 294 Tote # : _____

Signature : [Signature] Trailer # : 248 Box # : _____

Job Comments/Equipment : Scale house operator said they
only scale bulk loads and out of town loads

White (CES Office)

Yellow (CES Office / Billing)

Pink (CES Office / IFTA)

Golden Rod (Customer)

EPAHO093000682



**CES Environmental
Services, Inc.**

4904 Griggs Road
Houston, TX 77021
Tel. (713) 676-1460
Fax. (713) 676-1676

Transportation Work Ticket

Folder ID : South Coast Terminals (South Coast - Wallisville Rd.)
Envirofuels DFC Product

Date : 7/17/2008 Manifest # : _____

South Coast Terminals (Wallisville)

Client : _____ Ticket : 68131

Phone : 7136722401 Consignee : CES Environmental Services, Inc.

CES Environmental Services, Inc.

Transporter : _____

Signature X [Signature] Signature _____

Leave CES Yard : <u>8:00</u>	Arrive At Destination <u>16:00</u>
Arrive At Customer : <u>8:26</u>	Begin Unloading : _____
Begin Loading : <u>9:00</u>	Finish Unloading : _____
Finish Loading : <u>9:31</u>	Leave Destination : _____
Leave Customer : <u>9:45</u>	Arrive At CES Yard : _____

Customer PO # : _____

Total Hours : _____

CES Unload: ☒

Gross Weight : _____	Ending Odometer : <u>93201</u>
Tare Weight : _____	Beginning Odometer : <u>93166</u>
Net Weight : _____	Total Miles : _____

Driver : Tucker, Derek Tractor # : 294 Tote # : _____

Signature : [Signature] Trailer # : 248 Box # : _____

Job Comments/Equipment : Scale house operator said they

only scale bulk loads and out of town loads

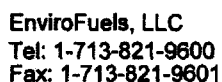
White (CES Office)

Yellow (CES Office / Billing)

Pink (CES Office / IFTA)

Golden Rod (Customer)

EPAHO093000683



Invoice	4287
Date	2/6/2008
Page:	1

CES Environmental Services

4904 Griggs RD
Houston TX 77021


United States
(000) 000-0000 Ext. 0000

CES Environmental Services

4904 Griggs RD
Houston TX 77021

United States
(000) 000-0000 Ext. 0000

Ordered	Shipped	B/O	Item Number	Description	Discount	Unit Price	Ext. Price
16,391.00	16,391.00	0.00	RECYCLED OIL	Recycled Oil	\$0	\$0	\$8,195.50

Tracking Number:		Subtotal	\$8,195.50
Comments:		Deposit	\$0.00
		Misc	\$0.00
		Tax	\$0.00
		Freight	\$0.00
		Trade Discount	\$0.00
Payment Info:	Make all Checks payable to Gulf Coast Business Credit in US dollars	Total	\$8,195.50

Remit to: Gulf Coast Business Credit for the account of Envirofuels LLC
P.O. Box 203047 Houston, TX 77216-3047

**If you have any questions concerning this invoice contact 1-713-821-9600.
All DFC and LTP products are packaged and billed based on standard conditions.**

**THANK YOU FOR
YOUR BUSINESS!**

EPAHO093000684



**CES Environmental
Services, Inc.**

4904 Griggs Road
Houston, TX 77021
Phone (713) 676-1460

PROCESSING FACILITY MATERIAL ANALYSIS FORM

INBOUND LOADS

Type Of Material : Enviro fuel

DATE : 1-28-28

BOL # : 57371

CUSTOMER : South coast

GROSS WEIGHT : 176820

TARE WEIGHT : 40060

OR

TOTAL GALLONS SHIPPED

NET WEIGHT : 36760

5127

SHIPPING INFORMATION :

CARRIER :

CES

TRUCK / TRAILER NUMBER :

1206

(LABORATORY USE ONLY)

SPECIFIC GRAVITY : 0.86

POUNDS PER GALLON 7.17

TEMPERATURE _____ F

TOTAL GROSS GALLONS 5126.92

% WATER 0.95

% SOLIDS 1

ASH 25

$\rightarrow = 1.290$
 $- 61.52$

TOTAL NET GALLONS 5065.40

(minus water and solid %)

Sample Analyst : Gale/roy

Date : 1-28-28

PROCESSING FACILITY MATERIAL ANALYSIS FORM

INBOUND LOADS

Type Of Material : Enviro fuel

DATE : 1-28-08

BOL # : 57371

CUSTOMER : South coast

GROSS WEIGHT : 176820

TARE WEIGHT : 40060

OR

TOTAL GALLONS SHIPPED

NET WEIGHT : 36760

5127

SHIPPING INFORMATION :

CARRIER : CES

TRUCK / TRAILER NUMBER : 1206

(LABORATORY USE ONLY)

SPECIFIC GRAVITY : 0.86

POUNDS PER GALLON 7.17

TEMPERATURE _____ F

TOTAL GROSS GALLONS 5126.92

% WATER 0.95

% SOLIDS 1

TOTAL NET GALLONS 5065.40

(minus water and solid %)

Sample Analyst : Gale/roy

Date : 1-28-08

CES Environmental Services, Inc.

Bill Of Lading # :

57371

206

Folder ID :

South Coast Terminals (South Coast - Wallisville Rd.)
Envirofuels DFC Product

Original - Shipper Provided Short Form Straight Bill of Lading - Not Negotiable - Domestic

SHIPPED FROM :

South Coast Terminals (Wallisville)
7401 Wallisville Rd.
Houston, TX 77020
(713) 672-2401

11a) 2600
11b)
11c)
11c)

The property described below, in apparent good order, except as noted (content and condition of packages unknown), marked, consigned, and destined as indicated below, which said carrier (the word carrier being understood throughout this as meaning any person or corporation authorized to be in possession of the property under the contract) agrees to carry to its unusual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. This Bill of Lading is a receipt for goods. It is not of itself a contract of carriage. It is mutually agreed, as to each carrier of all or any to any said over all or any portion of said route to destination, and as to each party at any time interested in full or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions contained in the applicable contract between shipper and carrier or intermediaries.

For payment: Charges to be billed to shipper or the "Billed to" party are set forth in the governing contract with shipper. No charges other than those contained therein may be billed to shipper or the "Billed to" party without prior written consent of shipper. The extra copy of this Bill of Lading, furnished at the time of shipment, must be attached to the freight bill submitted to shipper or the "Billed to" party and sent to:

CONSIGNEE TO :

CES Environmental Services, Inc.
4904 Griggs Rd.
Houston, TX 77021

CARRIER :

CES Environmental Services, Inc.
4904 Griggs Rd.
Houston, TX 77021

This is to certify that the product stated below are properly classified, described, packaged, marked and labeled and is in proper condition for transportation according to the applicable regulations of the Department of Transportation. If this shipment moves between to ports by a carrier by water, the law requires that the Bill of Lading shall state whether it is "carrier's or shipper's weight."

Intermodal Certificate: All information required by Federal Highway Administration regulations at 49 CFR 390.540 implementing the Intermodal Safe Container Act of 1992 is set forth on the face of this bill of lading. The shipper name herein is the tendering party.

Haz	Container		Total Quantity	Unit Wt/Vol	Description of Materials, Special Marks, and Exceptions
	No.	Type			

No	1	TT	36760	P	Non DOT regulated material (Envirofuels DFC)
----	---	----	-------	---	--

Shipper: South Coast Terminals (Wallisville)

Per: [Signature] Signature: [Signature] Date: 1/28/08

Carrier: CES Environmental Services, Inc.

Per: Alban Hall Signature: Alban Hall Date: 1-28-08

Receiving Facility: CES Environmental Services, Inc.

Per: Gode Roy Signature: [Signature] Date: 1-28-08

White (Generator Return Copy)

Yellow (Transporter Copy)

Pink (Receiving Facility Copy)

Golden Rod (Generator 1st Copy)

EPAHO093000687

Custom Chemical and Lubricant Services
Blending/Finishing/Packaging/Bulk Storage

171143
South Coast Terminals



01-28-08
10:43:20
11540 1b GROSS STEERING
30500 1b GROSS DRIVE
34980 1b GROSS TRAILER
76820 1b GROSS ALL AXLES

WORK ORDER #

CARRIER

COMMODITY

TRACTOR #

TRAILER #

91454
CES
299
206

South Coast Terminals, Inc. • 7401 Wallisville Road • Houston, Texas 77020-3595 • Phone: 713/672-2401

EPAHO093000688

Custom Chemical and Lubricant Services
Blending/Finishing/Packaging/Bulk Storage

171106
South Coast Terminals



01-28-08
07:44:06
10560 1b GROSS STEERING
14520 1b GROSS DRIVE
12980 1b GROSS TRAILER
40060 1b GROSS ALL AXLES

WORK ORDER #

CARRIER

COMMODITY

TRACTOR #

TRAILER #

91454
CES

299

206

South Coast Terminals, Inc. • 7401 Wallisville Road • Houston, Texas 77020-3595 • Phone: 713/672-2401

EPAHO093000689



**CES Environmental
Services, Inc.**

4904 Griggs Road
Houston, TX 77021
Tel. (713) 676-1460
Fax. (713) 676-1676

Transportation Work Ticket

Folder ID : South Coast Terminals (South Coast - Wallisville Rd.)
Envirofuels DFC Product

Date : 1/28/2008 **Manifest # :** _____

South Coast Terminals (Wallisville)

Client : _____ **Ticket :** 57371

Phone : 7136722401 **Consignee :** CES Environmental Services, Inc.

Transporter : CES Environmental Services, Inc.

Signature WCL **Signature** _____

Leave CES Yard : 0630	Arrive At Destination 0155
Arrive At Customer : 0700	Begin Unloading : _____
Begin Loading : 01017	Finish Unloading : _____
Finish Loading : 01040	Leave Destination : _____
Leave Customer : 01110	Arrive At CES Yard : 01155

Customer PO #: _____	Total Hours: _____	CES Unload: <input checked="" type="checkbox"/>
-----------------------------	---------------------------	--

Gross Weight : _____	Ending Odometer : _____
Tare Weight : _____	Beginning Odometer : 42641
Net Weight : _____	Total Miles : _____

Driver : Hall, Albert **Tractor # :** 299 **Tote # :** _____
Signature : Al Hall **Trailer # :** 206 **Box # :** _____

Job Comments/Equipment : _____

White (CES Office)

Yellow (CES Office / Billing)

Pink (CES Office / IFTA)

Golden Rod (Customer)

EPAHO093000690

South Coast Terminals
7401 WALLISVILLE ROAD
HOUSTON, TX 77020

SHIP DATE
01/28/08
ORDER DATE
01/24/08
BL NO.
91454

PAGE 1 OF 1

CARRIER	CPU
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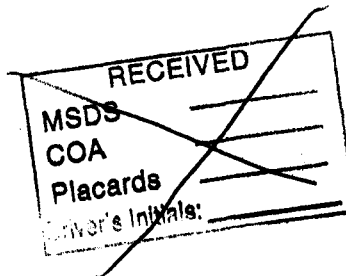
CONSIGNEE

CES ENVIRONMENTAL SERVICES
 4904 GRIGGS RD
 HOUSTON TX 77021

SHIPPER

ENVIROFUELS, LP
 1111 Bagby Suite 4900
 ATTN MINNIE BARBOZA
 HOUSTON TX 77002

CUST NO. 03700	SALES AG. 06	CONSIGNEE NO.	BOOKING #			
CUST. ORDER NO. SELLING OFFSPEC 01/28/08		FREIGHT COLLECT	CAR# / TRAILER# 206	SEAL 44210,44278		
QUANTITY ORDERED	QUANTITY SHIPPED	PACKAGING	H M	DESCRIPTION	IN LBS NET WEIGHT	IN LBS GROSS WEIGHT
36760	36760	1		NOT DOT REGULATED DIESEL FUEL CATALYZER TEMP	G 76820 T 40060 N 36760	



This is to certify that the above named materials are properly classified, described, packaged, marked and labeled and are in proper condition for transportation according to the applicable regulations of the Department of Transportation. WENDYL Signature	Subject to Section 7 of the conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement: The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges. WENDYL Signature of Consigner	The correct weight is as shown above subject to verification in accordance with any applicable agreement with carriers or their authorized agent.
--	--	---

Received, subject to the classifications and lawfully filed tariffs in effect on the date of the issue of this Bill of Lading, the property described below in apparent good order, subject to all the terms and conditions of the Domestic Bill of Lading set forth in the classification or tariff which governs the transportation of the shipment.

SHIPPER	CARRIER	COD Amt: \$
SHIPPER South Coast Terminals	PLACARDS OFFERED DRIVER PLEASE INITIAL PLACARDED <input type="checkbox"/> NAME OF PLACARD MSDS and COA RECEIVED <input type="checkbox"/>	Third Party Freight Bill To: ENVIROFUELS 1111 BAGBY ST. 4900 HOUSTON, TX 77002
PER WENDYL	AGENT <i>[Signature]</i>	
FOR EMERGENCY USE ONLY: PLEASE INSTRUCT HOW TO CALL CHEMICAL	PER	

EPAHO093000691

South Coast Terminals
7401 WALLISVILLE ROAD
HOUSTON, TX 77020

SHIP DATE
01/28/08
ORDER DATE
01/24/08
BL NO.
91454

PAGE 1 OF 1

CARRIER **CPU**

CES ENVIRONMENTAL SERVICES
 4904 GRIGGS RD
 HOUSTON TX 77021

ENVIROFUELS, LP
 1111 Bagby Suite 4900
 ATTN MINNIE BARBOZA
 HOUSTON TX 77002

CUST NO. 03700	SALES AG. 06	CONSIGNEE NO.	BOOKING #			
CUST. ORDER NO. SELLING OFFSPEC 01/28/08		FREIGHT COLLECT	CAR# / TRAILER# 206	SEAL 44210, 44278		
QUANTITY ORDERED	QUANTITY SHIPPED	PACKAGING	H M	DESCRIPTION	IN LBS NET WEIGHT	IN LBS GROSS WEIGHT
36760	36760	1		NOT DOT REGULATED DIESEL FUEL CATALYZER		
				TEMP	G 76820 T 40060 N 36760	

This is to certify that the above named materials are properly classified, described, packaged, marked and labeled and are in proper condition for transportation according to the applicable regulations of the Department of Transportation. <u>KATHERINEP</u> Signature	Subject to Section 7 of the conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement: The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges. <u>KATHERINEP</u> Signature of Consignor	The correct weight is as shown above subject to verification in accordance with any applicable agreement with carriers or their authorized agent.
--	--	---

Received, subject to the classifications and lawfully filed tariffs in effect on the date of the issue of this Bill of Lading, the property described below in apparent good order, subject to all the terms and conditions of the Domestic Bill of Lading set forth in the classification or tariff which governs the transportation of the shipment.

SHIPPER		CARRIER		COD Amt: \$
SHIPPER	South Coast Terminals	PLACARDS OFFERED DRIVER PLEASE INITIAL	PLACARDED <input type="checkbox"/> NAME OF PLACARD	Third Party Freight Bill To: ENVIROFUELS 1111 BAGBY ST. 4900 HOUSTON, TX 77002
PER	KATHERINEP	AGENTS and COA RECEIVED <input type="checkbox"/>		
		AGENT _____		
		PER _____		
		TOTAL NO. OF PACKAGES REC'D. _____		

EPAHO093000692



**CES Environmental
Services, Inc.**

4904 Griggs Road
Houston, TX 77021
Phone (713) 676-1460

PROCESSING FACILITY MATERIAL ANALYSIS FORM

INBOUND LOADS

Type Of Material : ~~Enviro~~ Enviro Fuels

DATE : 1-25-08

BOL # : 57368

CUSTOMER : South Coast

GROSS WEIGHT : 67860

TARE WEIGHT : 3480

OR

TOTAL GALLONS SHIPPED

NET WEIGHT : 33,680 #

4,235

SHIPPING INFORMATION :

CARRIER :

CES

TRUCK / TRAILER NUMBER :

247

(LABORATORY USE ONLY)

SPECIFIC GRAVITY : .855

POUNDS PER GALLON

7.13

TEMPERATURE

F

TOTAL GROSS GALLONS

4723.70 Gal

% WATER

ASH < 1%

% SOLIDS

TOTAL NET GALLONS

4723.70 Gal

(minus water and solid %)

Sample Analyst :

Sam Brown

Date :

1-

PROCESSING FACILITY MATERIAL ANALYSIS FORM

INBOUND LOADS

Type Of Material : ~~Enviro~~ Envirofuel

DATE : 1-25-08

BOL # : 57368

CUSTOMER : South Coast

GROSS WEIGHT : 67860

TARE WEIGHT : 34180

OR

TOTAL GALLONS SHIPPED

NET WEIGHT : 33680 #

4.235

SHIPPING INFORMATION :

CARRIER :

CES

TRUCK / TRAILER NUMBER :

247

(LABORATORY USE ONLY)

SPECIFIC GRAVITY : .855

POUNDS PER GALLON

7.13

TEMPERATURE

F

TOTAL GROSS GALLONS

4723.70 GAL

% WATER

ASH < 1%

% SOLIDS

TOTAL NET GALLONS

4723.70 GAL (minus water and solid %)

Sample Analyst :

Sam Brown

Date :

1-24-08

**CES Environmental
Services, Inc.**

Bill Of Lading # :

57368

247

Folder ID : South Coast Terminals (South Coast - Wallisville Rd.)
Envirofuels DFC Product

Original - Shipper Provided Short Form Straight Bill of Lading - Not Negotiable - Domestic

SHIPPED FROM :

South Coast Terminals (Wallisville)
7401 Wallisville Rd.
Houston, TX 77020
(713) 672-2401

11a) 2600
11b)
11c)
11c)

The property described below, in apparent good order, except as noted (content and condition of packages unknown), marked, consigned, and destined as indicated below, which said carrier (the word carrier being understood throughout this as meaning any person or corporation authorized to be in possession of the property under the contract) agrees to carry to its unusual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. This Bill of Lading is a receipt for goods; it is not of itself a contract of carriage. It is mutually agreed, as to each carrier of all or as to any said over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions contained in the applicable contract between shipper and carrier or intermediary.

For payment: Charges to be billed to Shipper or the "Billed to" party are set forth in the governing contract with Shipper. No charges other than those contained therein may be billed to Shipper or the "Billed to" party without prior written consent of Shipper. The extra copy of this Bill of Lading, furnished at the time of shipment, must be attached to the freight bill submitted to Shipper or the "Billed to" party and sent to:

CONSIGNEE TO : T15
CES Environmental Services, Inc.
4904 Griggs Rd.
Houston, TX 77021

CARRIER :
CES Environmental Services, Inc.
4904 Griggs Rd.
Houston, TX 77021

This is to certify that the product stated below are properly classified, described, packaged, marked and labeled and is in proper condition for transportation according to the applicable regulations of the Department of Transportation. If this Shipment moves between to ports by a carrier by water, the law requires that the Bill of Lading shall state whether it is "carrier's or shipper's weight."

Intermodal Certificate: All information required by Federal Highway Administration regulations at 49 CFR 390.549 implementing the Intermodal Safe Container Act of 1992 is set forth on the face of this bill of lading. The shipper name herein is the tendering party.

Haz	Container		Total Quantity	Unit Wt/Vol	Description of Materials, Special Marks, and Exceptions
	No.	Type			
No	DM	77	P		Non DOT regulated material (Envirofuels DFC)
		30195	1180		354799
		100	33680		

Shipper : South Coast Terminals (Wallisville)

Per : Signature : [Signature] Date : 1-25-08

Carrier : CES Environmental Services, Inc.

Per : Floyd Rivers Signature : [Signature] Date : 1-25-08

Receiving Facility : CES Environmental Services, Inc.

Per : MILES ROSE Signature : [Signature] Date : 2/1/08

White (Generator Return Copy)

Yellow (Transporter Copy)

Pink (Receiving Facility Copy)

Golden Rod (Generator 1st Copy)

EPAHO093000695

171023'

Custom Chemical and Lubricant Services
Blending/Finishing/Packaging/Bulk Storage

South Coast Terminals



01-25-08
09:51:21
10780 1b GROSS STEERING
30600 1b GROSS DRIVE
26480 1b GROSS TRAILER
67860 1b GROSS ALL AXLES

WORK ORDER #

CARRIER

COMMODITY

TRACTOR # 278

TRAILER # 247

South Coast Terminals, Inc. • 7401 Wallisville Road • Houston, Texas 77020-3595 • Phone: 713/672-2401

EPAHO093000696

171007

Custom Chemical and Lubricant Services
Blending/Finishing/Packaging/Bulk Storage

South Coast Terminals



01-25-08

08:40:39

10220 1b GROSS STEERING

13040 1b GROSS DRIVE

10920 1b GROSS TRAILER

34180 1b GROSS ALL AXLES

WORK ORDER #

CARRIER

COMMODITY

TRACTOR #

TRAILER #

278
247

South Coast Terminals, Inc. • 7401 Wallisville Road • Houston, Texas 77020-3595 • Phone: 713/672-2401

EPAHO093000697



**CES Environmental
Services, Inc.**

4904 Griggs Road
Houston, TX 77021
Tel. (713) 676-1480
Fax. (713) 676-1876

Transportation Work Ticket

Folder ID : South Coast Terminals (South Coast - Wallisville Rd.)
Envirofuels DFC Product

Date : 1/25/2008

Manifest # :

57368

South Coast Terminals (Wallisville)

Client :

Ticket :

57368

Phone : 7136722401

CES Environmental Services, Inc.

Consignee :

CES Environmental Services, Inc.

Transporter :

Signature

x *Rich Harrison*

Signature

Leave CES Yard :

715

Arrive At Destination

Arrive At Customer :

815

Begin Unloading :

Begin Loading :

915

Finish Unloading :

Finish Loading :

945

Leave Destination :

Leave Customer :

1015

Arrive At CES Yard :

1055

Customer PO #:

Total Hours:

CES Unload:



Gross Weight :

67860

Ending Odometer :

356228

Tare Weight :

34180

Beginning Odometer :

356199

Net Weight :

33680

Total Miles :

29

Driver : Rivers, Floyd

Tractor # : 278

Tote # :

Signature :

Trailer # : 247

Box # :

Job Comments/Equipment :

White (CES Office)

Yellow (CES Office / Billing)

Pink (CES Office / IFTA)

Golden Rod (Customer)

EPAHO093000698



CES Environmental
Services, Inc.

4904 Griggs Road
Houston, TX 77021
Tel. (713) 676-1460
Fax. (713) 676-1676

Inbound Load Report

Job Number : 57370
Type of Material: Envirofuels

Job Date: 1/25/2008
Bill of Lading #: 57370
Customer: South Coast Terminals

Gross Weight: _____
Tare Weight: _____ OR Total Gallons Shipped: ~~4235~~ 6867.46 gal
Net Weight: 48,965 #

Shipping Information

Carrier: CES EnVvironmental Services, Inc.
Truck Number: _____
Trailer Number: 248

CES Laboratory Use Only

Specific Gravity: 0.855
Pounds per Gallon: 7.13
Temperature: _____
Total Gross Gallons: 6867.46
% Water: _____
% Solids: _____
Total Net Gallons: 6867.46
(minus water and solids)

Misc Notes:

Ash less than 1%

Sample Analyst: _____
(signature)

Sample Analyst: Sam Brown Date: 1/25/2008

EPAHO093000699

248

8

CES Environmental Services, Inc.

Bill Of Lading # :

57370

Folder ID :

South Coast Terminals (South Coast - Wallisville Rd.)
Envirofuels DFC Product

Original - Shipper Provided Short Form Straight Bill of Lading - Not Negotiable - Domestic

SHIPPED FROM :

South Coast Terminals (Wallisville)
7401 Wallisville Rd.
Houston, TX 77020
(713) 672-2401

11a) 2600
11b)
11c)
11c)

The property described below, in apparent good order, except as noted (content and condition of packages unknown), marked, consigned, and destined as indicated below, which said carrier (the word carrier being understood throughout this as meaning any person or corporation authorized to be in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. This Bill of Lading is a receipt for goods; it is not of itself a contract of carriage. It is mutually agreed, as to each carrier of all or as to any said over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions contained in the applicable contract between shipper and carrier or intermediary.

For payment: Charges to be billed to Shipper or the "Billed to" party are set forth in the governing contract with Shipper. No charges other than those contained therein may be billed to Shipper or the "Billed to" party without prior written consent of Shipper. The extra copy of this Bill of Lading, furnished at the time of shipment, must be attached to the freight bill submitted to Shipper or the "Billed to" party and sent to:

CONSIGNEE TO :

CES Environmental Services, Inc.
4904 Griggs Rd.
Houston, TX 77021

CARRIER :

CES Environmental Services, Inc.
4904 Griggs Rd.
Houston, TX 77021

This is to certify that the product stated below are properly classified, described, packaged, marked and labeled and is in proper condition for transportation according to the applicable regulations of the Department of Transportation. If this shipment moves between to ports by a carrier by water, the law requires that the Bill of Lading shall state whether it is "carrier's or shipper's weight."

Intermodal Certificate: All information required by Federal Highway Administration regulations at 49 CFR 390.540 implementing the Intermodal Safe Container Act of 1992 is set forth on the face of this bill of lading. The shipper name herein is the tendering party.

Haz	Container		Total Quantity	Unit Wt/Vol	Description of Materials, Special Marks, and Exceptions
	No.	Type			

No 23 28,965 P Non DOT regulated material (Envirofuels DFC)

Shipper : South Coast Terminals (Wallisville)

Per X KIRK GLASGOW Signature X Kirk Glasgow Date : 1-25-08

Carrier CES Environmental Services, Inc.

Per Candido A. Rosales Signature : [Signature] Date : 1-25-08

Receiving Facility CES Environmental Services, Inc.

Per GOLD ROY Signature : [Signature] Date : 1-25-08

White (Generator Return Copy)

Yellow (Transporter Copy)

Pink (Receiving Facility Copy)

Golden Rod (Generator 1st Copy)

EPAHO093000700



**CES Environmental
Services, Inc.**

4804 Griggs Road
Houston, TX 77021
Tel. (713) 676-1460
Fax. (713) 676-1676

Transportation Work Ticket

Folder ID : South Coast Terminals (South Coast - Wallisville Rd.)
Envirofuels DFC Product

Date : 1/25/2008

Manifest # : 57370

South Coast Terminals (Wallisville)

Client :

Ticket : 57370

Phone : 7136722401

CES Environmental Services, Inc.

CES Environmental Services, Inc.

Transporter :

Signature

[Signature]

Signature

Leave CES Yard : 12:15

Arrive At Destination 2:45

Arrive At Customer : 12:38

Begin Unloading :

Begin Loading : 1:30

Finish Unloading :

Finish Loading : 2:00

Leave Destination :

Leave Customer : 2:15

Arrive At CES Yard : 2:45

Customer PO #:

Total Hours:

CES Unload: ☒

Gross Weight :

Ending Odometer : 83784

Tare Weight :

Beginning Odometer : 83759

Net Weight :

Total Miles : 25

Driver : ~~Rivers, Floyd~~ *Cardido*

Tractor # : ~~270~~ 290

Tote # :

Signature :

Trailer # : ~~247~~ 248

Box # : NEED TRAILER

Job Comments/Equipment :

White (CES Office)

Yellow (CES Office / Billing)

Pink (CES Office / IFTA)

Golden Rod (Customer)

EPAHO093000701

South Coast Terminals
7401 WALLISVILLE ROAD
HOUSTON, TX 77020

SHIP DATE
01/28/08
ORDER DATE
01/25/08
BL NO.
91489

PAGE 1 OF 1

CARRIER	CPU
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CES ENVIRONMENTAL SERVICES
 4904 GRIGGS RD
 HOUSTON TX 77021

ENVIROFUELS, LP
 1111 Bagby Suite 4900
 ATTN MINNIE BARBOZA
 HOUSTON TX 77002

CUST NO.	SALES AG.	CONSIGNEE NO.	BOOKING#			
03700	06					
CUST. ORDER NO.		FREIGHT	CAR# / TRAILER#	SEAL		
MISTI		01/28/08	COLLECT	248		
QUANTITY ORDERED	QUANTITY SHIPPED	PACKAGING	H M	DESCRIPTION	IN LBS NET WEIGHT	IN LBS GROSS WEIGHT
23	23	2172		NOT DOT REGULATED DIESEL FUEL CATALYZER Lot# Cust Lot# Qty NO LOT NO 23 TOTAL WEIGHT NET AND GROSS	49956 ----- 49956	53406 ----- 53406

This is to certify that the above named materials are properly classified, described, packaged, marked and labeled and are in proper condition for transportation according to the applicable regulations of the Department of Transportation. KATHERINEP Signature	Subject to Section 7 of the conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement: The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges. KATHERINEP Signature of Consignor	The correct weight is as shown above subject to verification in accordance with any applicable agreement with carriers or their authorized agent.
---	---	---

Received, subject to the classifications and lawfully filed tariffs in effect on the date of the issue of this Bill of Lading, the property described below in apparent good order, subject to all the terms and conditions of the Domestic Bill of Lading set forth in the classification or tariff which governs the transportation of the shipment.

SHIPPER		CARRIER		COD Amt: \$
SHIPPER	South Coast Terminals	PLACARDS OFFERED DRIVER PLEASE INITIAL	PLACARDED <input type="checkbox"/> NAME OF PLACARD	Third Party Freight Bill Tot 4904 GRIGGS RD. HOUSTON TX 77021
PER	KATHERINEP	AGENTS and COA RECEIVED <input type="checkbox"/>		
		AGENT _____ PER _____		
		TOTAL NO. OF PACKAGES REC'D. _____		

EPAHO093000702

South Coast Terminals
7401 WALLISVILLE ROAD
HOUSTON, TX 77020

SHIP DATE
01/25/08
ORDER DATE
01/24/08
BL NO.
91445

PAGE 1 OF 1

CARRIER	CPU
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CES ENVIRONMENTAL SERVICES
 4904 GRIGGS RD
 HOUSTON TX 77021

ENVIROFUELS, LP
 1111 Bagby Suite 4900
 ATTN MINNIE BARBOZA
 HOUSTON TX 77002

CUST NO.	SALES AG.	CONSIGNEE NO.	BOOKING #			
03700	06					
CUST. ORDER NO.		FREIGHT	CARR/TRAILER#	SEAL		
MISTI		01/25/08	COLLECT	CES		
QUANTITY ORDERED	QUANTITY SHIPPED	PACKAGING	H M	DESCRIPTION	IN LBS NET WEIGHT	IN LBS GROSS WEIGHT
77	77	391-8		NOT DOT REGULATED DIESEL FUEL CATALYZER Lot# Cust Lot# Qty 4111W20007 R7794 3 4122W20407 R7794 74 TOTAL WEIGHT NET AND GROSS	30646 ----- 30646	33495 ----- 33495

This is to certify that the above named materials are properly classified, described, packaged, marked and labeled and are in proper condition for transportation according to the applicable regulations of the Department of Transportation. KATHERINEP Signature	Subject to Section 7 of the conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement: The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges. KATHERINEP Signature of Consignor	The correct weight is as shown above subject to verification in accordance with any applicable agreement with carriers or their authorized agent.
--	--	---

Received, subject to the classifications and lawfully filed tariffs in effect on the date of the issue of this Bill of Lading, the property described below in apparent good order, subject to all the terms and conditions of the Domestic Bill of Lading set forth in the classification or tariff which governs the transportation of the shipment.

SHIPPER	CARRIER	COD Amt: \$
SHIPPER South Coast Terminals	PLACARDS OFFERED DRIVER PLEASE INITIAL <input type="checkbox"/> PLACARDS <input type="checkbox"/> NAME OF PLACARD <input type="checkbox"/> MSDS and COA <input type="checkbox"/> RECEIVED <input type="checkbox"/>	Third Party Freight Bill To: 4904 GRIGGS RD.
PER KATHERINEP	AGENT _____	HOUSTON TX 77021
	PER _____	
	TOTAL NO. OF PACKAGES REC'D. _____	

EPAHO093000703

**CES Environmental
Services, Inc.**

Bill Of Lading # :

57371

Folder ID : South Coast Terminals (South Coast - Wallisville Rd.)
Envirofuels DFC Product

Original - Shipper Provided Short Form Straight Bill of Lading - Not Negotiable - Domestic

SHIPPED FROM :

South Coast Terminals (Wallisville)
7401 Wallisville Rd.
Houston, TX 77020
(713) 672-2401

11a) 2600
11b)
11c)
11c)

The property described below, in apparent good order, except as noted (content and condition of packages unknown), marked, consigned, and destined as indicated below, which said carrier (the word carrier being understood throughout this as meaning any person or corporation authorized to be in possession of the property under the contract) agrees to carry to its unusual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. This Bill of Lading is a receipt for goods. It is not of itself a contract of carriage. It is mutually agreed, as to each carrier of all or as to any said over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions contained in the applicable contract between shipper and carrier or intermediary.

For payment: Charges to be billed to Shipper or the "Billed to" party are set forth in the governing contract with Shipper. No charges other than those contained therein may be billed to Shipper or the "Billed to" party without prior written consent of Shipper. The extra copy of this Bill of Lading, furnished at the time of shipment, must be attached to the freight bill submitted to Shipper or the "Billed to" party and sent to:

CONSIGNEE TO :

CES Environmental Services, Inc.
4904 Griggs Rd.
Houston, TX 77021

CARRIER :

CES Environmental Services, Inc.
4904 Griggs Rd.
Houston, TX 77021

This is to certify that the product stated below are properly classified, described, packaged, marked and labeled and is in proper condition for transportation according to the applicable regulations of the Department of Transportation. If this Shipment moves between to ports by a carrier by water, the law requires that the Bill of Lading shall state whether it is "carrier's or shipper's weight."

Intermodal Certificate: All information required by Federal Highway Administration regulations at 49 CFR 390.540 implementing the Intermodal Safe Container Act of 1992 is set forth on the face of this bill of lading. The shipper name herein is the tendering party.

Haz	Container		Total Quantity	Unit Wt/Vol	Description of Materials, Special Marks, and Exceptions
	No.	Type			
No	1	TT	36760	P	Non DOT regulated material (Envirofuels DFC)

Shipper : South Coast Terminals (Wallisville)

Per : Wt Signature : x Wt Date : 1-28-08

Carrier CES Environmental Services, Inc.

Per : Alban Hall Signature : Alban Hall Date : 1-28-08

Receiving Facility CES Environmental Services, Inc.

Per : Gode Roy Signature : [Signature] Date : 1-28-08

White (Generator Return Copy)

Yellow (Transporter Copy)

Pink (Receiving Facility Copy)

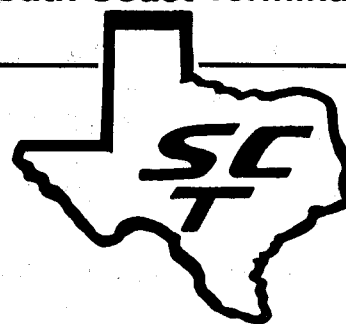
Golden Rod (Generator 1st Copy)

EPAHO093000704

171143

South Coast Terminals

Custom Chemical and Lubricant Services
Blending/Finishing/Packaging/Bulk Storage



01-28-08
10:43:20
11540 1b GROSS STEERING
30500 1b GROSS DRIVE
34980 1b GROSS TRAILER
76820 1b GROSS ALL AXLES

WORK ORDER #

CARRIER

COMMODITY

TRACTOR #

TRAILER #

911-4
CE2
299
256

South Coast Terminals, Inc. • 7401 Wallisville Road • Houston, Texas 77020-3595 • Phone: 713/672-2401

EPAHO093000705

171106

Custom Chemical and Lubricant Services
Blending/Finishing/Packaging/Bulk Storage

South Coast Terminals



01-28-08

07:44:06

10560 1b GROSS STEERING

16520 1b GROSS DRIVE

12980 1b GROSS TRAILER

40040 1b GROSS ALL AXLES

WORK ORDER #

CARRIER

COMMODITY

TRACTOR #

TRAILER #

91454
CES

299

266

South Coast Terminals, Inc. • 7401 Wallisville Road • Houston, Texas 77020-3595 • Phone: 713/672-2401

EPAHO093000706



**CES Environmental
Services, Inc.**

4904 Griggs Road
Houston, TX 77021
Tel. (713) 676-1460
Fax. (713) 676-1676

Transportation Work Ticket

Folder ID : South Coast Terminals (South Coast - Wallisville Rd.)
Envirofuels DFC Product

Date : 1/28/2008

Manifest # : _____

South Coast Terminals (Wallisville)

Client : _____

Ticket : 57371

Phone : 7136722401

CES Environmental Services, Inc.

Consignee : _____

CES Environmental Services, Inc.

Transporter : _____

Signature _____

Signature _____

Leave CES Yard : 0630

Arrive At Destination 01155

Arrive At Customer : 0700

Begin Unloading : _____

Begin Loading : 01017

Finish Unloading : _____

Finish Loading : 01040

Leave Destination : _____

Leave Customer : 01110

Arrive At CES Yard : 01155

Customer PO #: _____

Total Hours: _____

CES Unload: ☒

Gross Weight : _____

Ending Odometer : _____

Tare Weight : _____

Beginning Odometer : 42641

Net Weight : _____

Total Miles : _____

Driver : Hall, Albert

Tractor # : 299

Tote # : _____

Signature : *Al Hall*

Trailer # : 206

Box # : _____

Job Comments/Equipment : _____

White (CES Office)

Yellow (CES Office / Billing)

Pink (CES Office / IFTA)

Golden Rod (Customer)

EPAHO093000707

South Coast Terminals
7401 WALLISVILLE ROAD
HOUSTON, TX 77020

SHIP DATE
01/28/08
ORDER DATE
01/24/08
B/L NO.
91454

PAGE 1 OF 1

CARRIER	CPU
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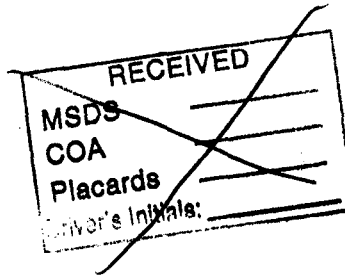
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CES ENVIRONMENTAL SERVICES
 4904 GRIGGS RD
 HOUSTON TX 77021

S
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P
P
E
R

ENVIROFUELS, LP
 1111 Bagby Suite 4900
 ATTN MINNIE BARBOZA
 HOUSTON TX 77002

CUST NO.	SALES AG.	CONSIGNEE NO.	BOOKING #			
03700	06					
CUST. ORDER NO.		FREIGHT	CAR# / TRAILER#	SEAL		
SELLING OFFSPEC 01/28/08		COLLECT	206	44210,44278		
QUANTITY ORDERED	QUANTITY SHIPPED	PACKAGING	H M	DESCRIPTION	IN LBS NET WEIGHT	IN LBS GROSS WEIGHT
36760	36760	1		NOT DOT REGULATED DIESEL FUEL CATALYZER		
				TEMP	G 76820	
					T 40060	
					N 36760	



This is to certify that the above named materials are properly classified, described, packaged, marked and labeled and are in proper condition for transportation according to the applicable regulations of the Department of Transportation. WENDYL Signature	Subject to Section 7 of the conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement: The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges. WENDYL Signature of Consigner	The correct weight is as shown above subject to verification in accordance with any applicable agreement with carriers or their authorized agent.
---	---	---

Received, subject to the classifications and lawfully filed tariffs in effect on the date of the issue of this Bill of Lading, the property described below in apparent good order, subject to all the terms and conditions of the Domestic Bill of Lading set forth in the classification or tariff which governs the transportation of the shipment.

SHIPPER		CARRIER		COD Amt: \$
SHIPPER	South Coast Terminals	PLACARDS OFFERED	PLACARDED <input type="checkbox"/>	Third Party Freight Bill To: ENVIROFUELS 11111 BAGBY ST. 4900 HOUSTON, TX 77002
PER	WENDYL	DRIVER PLEASE INITIAL	NAME OF PLACARD	
AGENT <i>[Signature]</i> PER		MSDS and COA RECEIVED <input type="checkbox"/>		
TOTAL NO. OF PACKAGES REC'D.				

FOR EMERGENCY RESPONSE INSTRUCTIONS
 CALL CHEMTREC 1-800-424-9300

EPAHO093000708

**CES Environmental
Services, Inc.**

Bill Of Lading # :

57368

247

Folder ID :

South Coast Terminals (South Coast - Wallisville Rd.)
Envirofuels DFC Product

Original - Shipper Provided Short Form Straight Bill of Lading - Not Negotiable - Domestic

SHIPPED FROM :

South Coast Terminals (Wallisville)
7401 Wallisville Rd.
Houston, TX 77020
(713) 672-2401

11a) Z600

11b)

11c)

11c)

The property described below, in apparent good order, except as noted (content and condition of packages unknown), marked, consigned, and destined as indicated below, which said carrier (the word carrier being understood throughout this as meaning any person or corporation authorized to be in possession of the property under the contract) agrees to carry to its unusual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. This Bill of Lading is a receipt for goods; it is not of itself a contract of carriage. It is mutually agreed, as to each carrier of all or as to any said over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions contained in the applicable contract between shipper and carrier or intermediary.

For payment: Charges to be billed to Shipper or the "Billed to" party are set forth in the governing contract with Shipper. No charges other than those contained therein may be billed to Shipper or the "Billed to" party without prior written consent of Shipper. The extra copy of this Bill of Lading, furnished at the time of shipment, must be attached to the freight bill submitted to Shipper or the "Billed to" party and sent to:

CONSIGNEE TO :

CES Environmental Services, Inc.
4904 Griggs Rd.
Houston, TX 77021

CARRIER :

CES Environmental Services, Inc.
4904 Griggs Rd.
Houston, TX 77021

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Intermodal Certificate: All information required by Federal Highway Administration regulations at 49 CFR 390.540 implementing the Intermodal Safe Container Act of 1992 is set forth on the face of this bill of lading. The shipper name herein is the tendering party.

Haz	Container		Total Quantity	Unit Wt/Vol	Description of Materials, Special Marks, and Exceptions
	No.	Type			

No 30195 DM 77 P

Non DOT regulated material (Envirofuels DFC)

Shipper : South Coast Terminals (Wallisville)

Per : Signature : Tim L. Hays Date : 1-25-08

Carrier CES Environmental Services, Inc.

Per : Floyd Rives Signature : [Signature] Date : 1-25-08

Receiving Facility CES Environmental Services, Inc.

Per : MILES ROO Signature : [Signature] Date : 2/1/08

White (Generator Return Copy)

Yellow (Transporter Copy)

Pink (Receiving Facility Copy)

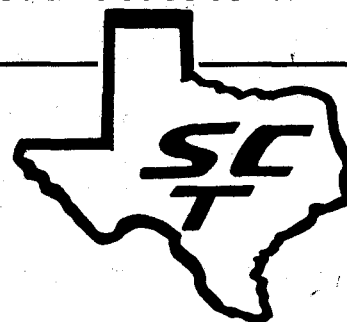
Golden Rod (Generator 1st Copy)

EPAHO093000709

171023

Custom Chemical and Lubricant Services
Blending/Finishing/Packaging/Bulk Storage

South Coast Terminals



01-25-08
09:51:21
10780 1b GROSS STEERING
30600 1b GROSS DRIVE
26480 1b GROSS TRAILER
67860 1b GROSS ALL AXLES

WORK ORDER #

CARRIER

COMMODITY

TRACTOR # 278

TRAILER # 247

South Coast Terminals, Inc. • 7401 Wallisville Road • Houston, Texas 77020-3595 • Phone: 713/672-2401

EPAHO093000710

171007

Custom Chemical and Lubricant Services
Blending/Finishing/Packaging/Bulk Storage

South Coast Terminals



01-25-08

08:40:39

10220 1b GROSS STEERING

13040 1b GROSS DRIVE

10920 1b GROSS TRAILER

34190 1b GROSS ALL AXLES

WORK ORDER #

CARRIER

COMMODITY

TRACTOR #

TRAILER #

278
247

South Coast Terminals, Inc. • 7401 Wallisville Road • Houston, Texas 77020-3595 • Phone: 713/672-2401

EPAHO093000711

**CES Environmental
Services, Inc.**

4904 Griggs Road
Houston, TX 77021
Tel. (713) 878-1460
Fax. (713) 878-1676

Transportation Work Ticket

Folder ID : South Coast Terminals (South Coast - Wallisville Rd.)
Envirofuels DFC Product

Date : 1/25/2008

Manifest # : 57368

South Coast Terminals (Wallisville)

Client :

Ticket : 57368

Phone : 7136722401

CES Environmental Services, Inc.

Consignee :

CES Environmental Services, Inc.

Transporter :

Signature X

Rich Harrison

Signature

Leave CES Yard :

715

Arrive At Destination

Arrive At Customer :

815

Begin Unloading :

Begin Loading :

915

Finish Unloading :

Finish Loading :

945

Leave Destination :

Leave Customer :

1015

Arrive At CES Yard :

1055

Customer PO #:

Total Hours:

CES Unload:



Gross Weight :

674860

Ending Odometer :

356228

Tare Weight :

34180

Beginning Odometer :

356199

Net Weight :

33680

Total Miles :

29

Driver : Rivers, Floyd

Tractor # : 278

Tote # :

Signature :

Trailer # : 247

Box # :

Job Comments/Equipment :

White (CES Office)

Yellow (CES Office / Billing)

Pink (CES Office / IFTA)

Golden Rod (Customer)

EPAHO093000712



CES Environmental
Services, Inc.

4904 Griggs Road
Houston, TX 77021
Tel. (713) 676-1460
Fax. (713) 676-1676

Inbound Load Report

Job Number : 57370
Type of Material: Envirofuels

Job Date: 1/25/2008
Bill of Lading #: 57370
Customer: South Coast Terminals

Gross Weight: _____
Tare Weight: _____
Net Weight: 48,965#

OR

Total Gallons Shipped: ~~4235~~
6867.46 gal.

Shipping Information

Carrier: CES Environmental Services, Inc.
Truck Number: _____
Trailer Number: 248

CES Laboratory Use Only

Specific Gravity: 0.855
Pounds per Gallon: 7.13
Temperature: _____
Total Gross Gallons: 6867.46
% Water: _____
% Solids: _____
Total Net Gallons: 6867.46
(minus water and solids)

Misc Notes:

Ash less than 1%

Sample Analyst: _____
(signature)

Sample Analyst: Sam Brown

Date: 1/25/2008

EPAHO093000713

South Coast Terminals
7401 WALLISVILLE ROAD
HOUSTON, TX 77020

SHIP DATE
01/25/08
ORDER DATE
01/24/08
BL NO.
91445

PAGE 1 OF 1

CARRIER	CPU
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CES ENVIRONMENTAL SERVICES
 4904 GRIGGS RD
 HOUSTON TX 77021

ENVIROFUELS, LP
 1111 Bagby Suite 4900
 ATTN MINNIE BARBOZA
 HOUSTON TX 77002

CUST NO.	SALES AG.	CONSIGNEE NO.	BOOKING #		
03700	06				
CUST. ORDER NO.		FREIGHT	CAR/ TRAILER	SEAL	
MISTI		01/25/08	COLLECT	CES	
QUANTITY ORDERED	QUANTITY SHIPPED	PACKAGING	N M	DESCRIPTION	IN LBS NET WEIGHT
77	77	391-8		NOT DOT REGULATED DIESEL FUEL CATALYZER Lot# Cust Lot# Qty 4111W20007 R7794 3 4122W20407 R7794 74 TOTAL WEIGHT NET AND GROSS	30646 33495 30646 33495

This is to certify that the above named materials are properly classified, described, packaged, marked and labeled and are in proper condition for transportation according to the applicable regulations of the Department of Transportation. KATHERINEP Signature	Subject to Section 7 of the conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement: The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges. KATHERINEP Signature of Consignor	The correct weight is as shown above subject to verification in accordance with any applicable agreement with carriers or their authorized agent.
--	--	---

Received, subject to the classifications and lawfully filed tariffs in effect on the date of the issue of this Bill of Lading, the property described below in apparent good order, subject to all the terms and conditions of the Domestic Bill of Lading set forth in the classification or tariff which governs the transportation of the shipment.

SHIPPER		CARRIER		COD Amt: \$
SHIPPER	South Coast Terminals	PLACARDS OFFERED DRIVER PLEASE INITIAL	PLACARDS <input type="checkbox"/> NAME OF PLACARD	Third Party Freight Bill To: 4904 GRIGGS RD. HOUSTON TX 77021
PER	KATHERINEP	AGENT _____ PER _____		
		TOTAL NO. OF PACKAGES REC'D. _____		

EPAHO093000714

248

**CES Environmental
Services, Inc.**

Bill Of Lading # :

57370

Folder ID :	South Coast Terminals (South Coast - Wallisville Rd.) Envirofuels DFC Product
-------------	--

Original - Shipper Provided Short Form Straight Bill of Lading - Not Negotiable - Domestic

SHIPPED FROM :

South Coast Terminals (Wallisville)
7401 Wallisville Rd.
Houston, TX 77020
(713) 672-2401

11a) 2600
11b)
11c)
11c)

The property described below, in apparent good order, except as noted (content and condition of packages unknown), marked, consigned, and destined as indicated below, which said carrier (the word carrier being understood throughout this as meaning any person or corporation authorized to be in possession of the property under the contract) agrees to carry to its unusual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. This Bill of Lading is a receipt for goods; it is not of itself a contract of carriage. It is mutually agreed, as to each carrier of all or as to any said over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions contained in the applicable contract between shipper and carrier or intermediary.

For payment: Charges to be billed to Shipper or the "Billed to" party are set forth in the governing contract with Shipper. No charges other than those contained therein may be billed to Shipper or the "Billed to" party without prior written consent of Shipper. The extra copy of this Bill of Lading, furnished at the time of shipment, must be attached to the freight bill submitted to Shipper or the "Billed to" party and sent to:

CONSIGNEE TO :

CES Environmental Services, Inc.
4904 Griggs Rd.
Houston, TX 77021

CARRIER :

CES Environmental Services, Inc.
4904 Griggs Rd.
Houston, TX 77021

This is to certify that the product stated below are properly classified, described, packaged, marked and labeled and is in proper condition for transportation according to the applicable regulations of the Department of Transportation. If this Shipment moves between to ports by a carrier by water, the law requires that the Bill of Lading shall state whether it is "carrier's or shipper's weight."

Intermodal Certificate: All information required by Federal Highway Administration regulations at 49 CFR 390.54b Implementing the Intermodal Safe Container Act of 1992 is set forth on the face of this bill of lading. The shipper name herein is the tendering party.

Haz	Container		Total Quantity	Unit Wt/Vol	Description of Materials, Special Marks, and Exceptions
	No.	Type			

No	23	TP	48.965	P	Non DOT regulated material (Envirofuels DFC)
----	----	----	--------	---	--

Shipper : South Coast Terminals (Wallisville)

Per: KIRK GLASSGOW Signature: [Signature] Date: 1-25-08

Carrier CES Environmental Services, Inc.

Per: Candido A. Rosales Signature: [Signature] Date: 1-25-08

Receiving Facility CES Environmental Services, Inc.

Per: Godeiro Signature: [Signature] Date: 1-25-08

White (Generator Return Copy)

Yellow (Transporter Copy)

Pink (Receiving Facility Copy)

Golden Rod (Generator 1st Copy)

EPAHO093000715

**CES Environmental
Services, Inc.**

4904 Griggs Road
Houston, TX 77021
Tel. (713) 676-1460
Fax. (713) 676-1676

Transportation Work Ticket

Folder ID : South Coast Terminals (South Coast - Wallisville Rd.)
Envirofuels DFC Product

Date : 1/25/2008

Manifest # : 57370

South Coast Terminals (Wallisville)

Client :

Ticket : 57370

Phone : 7136722401

CES Environmental Services, Inc.

Consignee :

CES Environmental Services, Inc.

Transporter :

Signature

Signature

Leave CES Yard : 12:15

Arrive At Destination 2:45

Arrive At Customer : 12:38

Begin Unloading :

Begin Loading : 1:30

Finish Unloading :

Finish Loading : 2:00

Leave Destination :

Leave Customer : 2:15

Arrive At CES Yard : 2:45

Customer PO #:

Total Hours:

CES Unload: ☒

Gross Weight :

Ending Odometer : 83784

Tare Weight :

Beginning Odometer : 83759

Net Weight :

Total Miles : 25

Driver : Rivers, Floyd Candido

Tractor # : 270-290

Tote # :

Signature :

Trailer # : 247-248

Box # : NEED TRAILER

Job Comments/Equipment :

White (CES Office)

Yellow (CES Office / Billing)

Pink (CES Office / IFTA)

Golden Rod (Customer)

EPAHO093000716

South Coast Terminals
7401 WALLISVILLE ROAD
HOUSTON, TX 77020

SHIP DATE
01/28/08
ORDER DATE
01/25/08
BL NO.
91489

PAGE 1 OF 1

CARRIER	CPU
---------	-----

CES ENVIRONMENTAL SERVICES
 4904 GRIGGS RD
 HOUSTON TX 77021

ENVIROFUELS, LP
 1111 Bagby Suite 4900
 ATTN MINNIE BARBOZA
 HOUSTON TX 77002

CUST NO.	SALES AG.	CONSIGNEE NO.	BOOKING #			
03700	06					
CUST. ORDER NO.		FREIGHT	CAR# / TRAILER#	SEAL		
MISTI		01/28/08	COLLECT	248		
QUANTITY ORDERED	QUANTITY SHIPPED	PACKAGING	H M	DESCRIPTION	IN LBS NET WEIGHT	IN LBS GROSS WEIGHT
23	23	2172		NOT DOT REGULATED DIESEL FUEL CATALYZER Lot# Cust Lot# Qty NO LOT NO 23	49956	53406
				TOTAL WEIGHT NET AND GROSS	49956	53406

This is to certify that the above named materials are properly classified, described, packaged, marked and labeled and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.

KATHERINEP

Signature

Subject to Section 7 of the conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement: The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

KATHERINEP

Signature of Consignor

The correct weight is as shown above subject to verification in accordance with any applicable agreement with carriers or their authorized agent.

Received, subject to the classifications and lawfully filed tariffs in effect on the date of the issue of this Bill of Lading, the property described below in apparent good order, subject to all the terms and conditions of the Domestic Bill of Lading set forth in the classification or tariff which governs the transportation of the shipment.

SHIPPER		CARRIER		COD Amt: \$
SHIPPER	South Coast Terminals	PLACARDS OFFERED DRIVER PLEASE INITIAL	PLACARD# <input type="checkbox"/> NAME OF PLACARD	Third Party Freight Bill To: 4904 GRIGGS RD. HOUSTON TX 77021
PER	KATHERINEP	AGENT		
		PER		
		TOTAL NO. OF PACKAGES RECD.		

EPAHO093000717

Melissa Honaker

From: Merrill Cummings
Sent: Wednesday, February 06, 2008 9:20 AM
To: Travis Perry; alongoria@cesenvironmental.com
Cc: Accounting
Subject: FW: OFFSPEC
Attachments: 20080204164740.pdf

I agree with this calculation. Thanks for rounding this information up for us.

Al, we will prep an invoice based on \$0.50 per gallon based on 16,391 gallons, attach these BOL's and email pdf to you unless you instruct otherwise.

Please call me if any questions or issues.

Thanks,

D. Merrill Cummings
Chief Financial Officer
EnviroFuels, LLC

Direct | 713-821-9617
Mobile | 713-301-2152
Fax | 713-790-1116
2328 Bellfort

Houston, Texas 77051
www.envirofuelsllc.com

+++++CONFIDENTIALITY NOTICE+++++

The information in this message may be confidential and/or privileged. This message is intended to be reviewed only by the individual or organization named above. If you are not the intended recipient or an authorized representative of the intended recipient, you are hereby notified that any review, dissemination or copying of this message and its attachments, if any, or the information contained herein is prohibited. If you have received this message in error, please immediately notify the sender, then immediately delete this message and its attachments from your system. Thank You.

-----Original Message-----

From: Travis Perry [mailto:travisp@scterm.com]
Sent: Wednesday, February 06, 2008 9:13 AM
To: Al Longoria; Merrill Cummings
Subject: FW: OFFSPEC

We shipped out a NET total of 117,362 #s (see attached BOLs). DFC has a PPG of 7.16 which gives a total of 16,391 gallons. Are we all in agreement? Let me know. If so, Merrill you can invoice CES.

Thanks,
Travis

-----Original Message-----

From: Katherine Ponder [mailto:katherinep@scterm.com]
Sent: Monday, February 04, 2008 5:08 PM
To: Travis Perry

Subject: RE: OFFSPEC

I found 3 b/l's totalling 123661 lbs.

Thank you,

Katherine Ponder
South Coast Terminals
Direct: 713-671-5426
Fax: 713-675-8465
katherinep@scterm.com

-----Original Message-----

From: Travis Perry [mailto:travisp@scterm.com]
Sent: Monday, February 04, 2008 12:42 PM
To: Katherine Ponder
Subject: FW: OFFSPEC

Katherine,
Can you give me a total quantity shipped out for Envirofuels? (This includes all the DFC bulk, drums and totes). Merrill needs the total gallons or total pounds shipped so he can bill CES Environmental.
Thanks,
Travis

-----Original Message-----

From: Merrill Cummings [mailto:Merril.Cummings@envirofuelsllc.com]
Sent: Monday, February 04, 2008 10:16 AM
To: Travis Perry
Subject: RE: OFFSPEC

Some quick questions - can you call me? I tried your lines but no answer and I did not leave a message.

D. Merrill Cummings

Chief Financial Officer

EnviroFuels, LLC

Direct | 713-821-9617
Mobile | 713-301-2152
Fax | 713-790-1116
2328 Bellfort

Houston, Texas 77051
www.envirofuelsllc.com

+++++CONFIDENTIALITY NOTICE+++++

The information in this message may be confidential and/or privileged.
This

message is intended to be reviewed only by the individual or organization named above. If you are not the intended recipient or an authorized representative of the intended recipient, you are hereby notified that any review, dissemination or copying of this message and its attachments, if any, or the information contained herein is prohibited. If you have received this message in error, please immediately notify the sender, then immediately delete this message and its attachments from your system.

Thank
You.

-----Original Message-----

From: Travis Perry [mailto:travisp@scterm.com]
Sent: Monday, February 04, 2008 10:10 AM
To: Merrill Cummings
Subject: FW: OFFSPEC

Go ahead and invoice CES. Their address is on the attachment.

-----Original Message-----

From: Merrill Cummings [mailto:Merril.Cummings@envirofuelsllc.com]
Sent: Tuesday, January 29, 2008 9:42 AM
To: Travis Perry
Subject: FW: OFFSPEC

I see the off-spec material has moved. Do I need to invoice the buyer or are they self-invoicing? What weight are they using to convert to gallons (if you know)? Do I need to do anything else or just wait for a check?

Thanks again for your help with this,

D. Merrill Cummings
Chief Financial Officer
EnviroFuels, LLC

Direct | 713-821-9617
Mobile | 713-301-2152
Fax | 713-790-1116
2328 Bellfort

Houston, Texas 77051
www.envirofuelsllc.com

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Thank
You.

-----Original Message-----

From: Jim Emerson

Sent: Tuesday, January 29, 2008 9:39 AM
To: Production
Subject: FW: OFFSPEC

FYI.

Jim

-----Original Message-----

From: Samantha Weaver [mailto:samanthaw@scterm.com]
Sent: Monday, January 28, 2008 5:34 PM
To: Jim Emerson
Subject: OFFSPEC

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Matt Bowman

From: Travis Perry [travisp@scterm.com]
Sent: Wednesday, January 23, 2008 5:05 PM
To: earlh@scterm.com; Matt Bowman
Subject: Fw: sale of off-spec DFC material

Shaw

FYI

----- Original Message -----

From: Merrill Cummings <Merril.Cummings@envirofuelsllc.com>
To: Travis Perry
Cc: Mark Lay <Mark.Lay@envirofuelsllc.com>; Production <Production@envirofuelsllc.com>
Sent: Wed Jan 23 17:02:00 2008
Subject: sale of off-spec DFC material

Travis,

This is to confirm that we accept the offer you received of \$0.50 per gallon for the off-spec DFC material on hand at South Coast as follows:

- 1) Bulk material stored in tank 107 of approximately 5,124 gallons (per most recent inventory report) – product code PC6341
- 2) 23 poly totes containing approximately 6,900 gallons – product code C6341-EF5347
Sales order # 91445
- 3) 78 steel drums containing approximately 4,290 gallons – product code C6341EF5380
Sales order # 91445

*- Monday**> FRIDAY 1/25*

Buyer is responsible for disposal of emptied containers and freight from your location.

Please instruct buyer to make their check payable to:

EnviroFuels LLC

2328 Bellfort

Houston, TX 77051

As we discussed, please arrange for cleaning of the emptied tank 107 afterwards and remove it from our rental schedule for February if possible.

Thanks for your help with this matter,

1/24/2008

EPAHO093000722

D. Merrill Cummings

Chief Financial Officer

EnviroFuels, LLC

Direct | 713-821-9617

Mobile | 713-301-2152

Fax | 713-790-1116

2328 Bellfort

Houston, Texas 77051

www.envirofuelsllc.com <<http://www.envirofuelsllc.com>>

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1/24/2008

EPAHO093000723

Material / Product Approval Letter

Date 1/24/2008

Dear **Travis Perry**

Thank you for choosing CES Environmental Services, Inc. for your material / product recycling needs. The following material has been approved at our facility in Houston, TX. If the material received does not conform to the profile, then rejection or additional charges may apply.

CES Profile # 2600

Expiration Date 1/24/2010

Producer: South Coast Terminals (Wallisville)

Address: 7401 Wallisville Rd.
Houston, TX 77020

Material / Product Information

Name of Material / Product Envriofuels DFC

Container Type:

Detailed Description of Process Generating or Producing the Material / Product:

Offspec product from manufacturing lube oils

Color: dark

Odor: hydrocarbon

pH: 3-11

Physical State:

Incompatibilities: Oxidizers

Safety Related Data/Special Handling:

standard PPE

If you have any questions concerning this approval and/or the conditions, then please feel free to contact our office at (713) 676-1460.

Thank you,

Matt Bowman, President
CES Environmental Services, Inc.



**CES Environmental
Services, Inc.**

4904 Griggs Road Houston, TX 77021
Phone: (713) 676-1460 Fax: (713) 676-1676
http://www.cesenvironmental.com
TCEQ Industrial Solid Waste Permit No: 30948
U.S. EPA ID No: TXD008950461 ISWR No: 30900

Matt

SECTION 1: Material Producer Information

Company: South Coast Terminals
Address: 7401 Wallisville Road
City, State, Zip: Houston, TX 77020
Contact: Travis Perry Title: _____
Phone No: 713-249-1084 Fax No: _____
24/hr Phone: _____
U.S. EPA I.D. No: NA
State I.D. NA SIC Code: NA

SECTION 2: Billing Information - ☒ Same as Above

Company: _____
Address: _____
City, State, Zip: _____
Contact: _____ Title: _____
Phone No: _____ Fax No: _____

SECTION 3: General Description of the Material / Product

Name of Material / Product: Envirofuels DFC

Detailed Description of Process Generating or Producing the Material / Product: Offspec product from manufacturing lube oils

Physical State: ☒ Liquid ☐ Sludge ☐ Powder
☐ Solid ☐ Filter Cake ☐ Combination

Color: Dark

Odor: Hydrocarbon

Specific Gravity (water=1): 0.85 - 0.87 Density: 7.1 lbs/gal

Layers: ☒ Single-phase ☐ Multi-phase

Container Type: ☒ Drum ☒ Tote ☒ Truck ☐ Other (explain)
Container Size: 78 23 5000

Frequency: ☐ Weekly ☐ Monthly ☐ Quarterly ☒ Yearly

Number of Units (containers): _____ Other: _____

Proper U.S. DOT Shipping Name:

Product
Non DOT regulated material (Envirofuels DFC)

Class: na UN/NA: na PG: na RQ: na

Flash Point <u>>200</u>	pH <u>3-11</u>	N/A	N/A	Solids <u>0%</u>
Oil & Grease <u>NA mg/l</u>	TOC <u>NA mg/l</u>	Zinc <u>NA mg/l</u>	Copper <u>NA mg/l</u>	Nickel <u>NA mg/l</u>

SECTION 4: Physical and Chemical Data

The material / product consists of the following materials	Ranges are acceptable	or %
Envirofuels DFC	100	%

SECTION 5: Safety Related Data

If the handling of this material / product requires the use of special protective equipment, please explain.
Standard PPE

SECTION 6: Attached Supporting Documents

List all documents, notes, data, and/or analysis attached to this form as part of the material / product profile.
MSDS for Envirofuels DFC

SECTION 7: Incompatibilities

Please list all incompatibilities (if any):
oxidizers

SECTION 8: Material Producer's Certification

The information contained herein is based on ☒ generator knowledge and/or ☐ analytical data. I hereby certify that the above and attached description is complete and accurate to the best of my knowledge and ability to determine that no deliberate or willful omissions of composition properties exist and that all known or suspected hazards have been disclosed. I certify that the materials tested are representative of all materials described by this document.

Authorized Signature: _____ Date: 1/24/2008

Printed Name/Title: NA - per Matt Bowman

CES USE ONLY (DO NOT WRITE IN THIS SPACE)	
Technical Manager: <u>Rehem Changa</u>	Process Facility Information: <u>Product</u> Check for Ash, specific gravity, water, flash, pH If ash is < 0.5 then ship to Allied.
Date: <u>1-24-08</u> <u>Approved</u> Rejected	
Approval Number: <u>2600</u>	

If ash is > 0.5 then put in low ash black oil.

we pay \$0.50/gal

Att: Matt
From: Travis

MATERIAL SAFETY DATA SHEET

Prepared to U.S. OSHA, GMA, ANSI, Canadian WHMIS Standards, European Directives, Australian WorkSafe and SPRING Singapore Standards

EnviroFuels
962711
WAF

1. PRODUCT IDENTIFICATION

TRADE NAME (AS LABELED):

CHEMICAL NAME/CLASS:

CHEMICAL FORMULA:

SYNONYMS:

U.N. NUMBER:

U.N. DANGEROUS GOODS CLASS/SUBSIDIARY RISK:

HAZCHEM CODE (AUSTRALIA):

POISONS SCHEDULE NUMBER (AUSTRALIA):

PRODUCT USE:

ENVIROFUELS DFC

Mixture of Paraffinic & Petroleum Distillates & Polyolefin Alkylneamamines

Not Applicable-Mixture

DFC, Diesel Fuel Catalyzer

Not Applicable

Not Applicable

Not Applicable

Schedule 5

Diesel Fuel Catalyzer

U.S. SUPPLIER/MANUFACTURER'S NAME:

ADDRESS:

BUSINESS PHONE:

EMAIL ADDRESS/COMPENENT PERSON FOR MSDS

EnviroFuels LLC

1111 Bagby, Suite 4900

Houston, TX 77002 USA

1-713-821-9600

C. Edward Baxter, Jr.

msds@envirofuelsllc.com

EMERGENCY PHONE:

United States/Canada: 1-800/424-9300 (Chemtrec) [24-hours]

International: 01-703-527-3887 (Chemtrec) [24-hours]

July 23, 2007

DATE OF PREPARATION:

DATE OF REVISION:

October 11, 2007

NOTE: ALL Canadian WHMIS, European Directive, Australian WorkSafe and Singapore SPRING required information is included in appropriate sections based on the U.S. ANSI 2400.1-2004 format. This product has been classified in accordance with the hazard criteria of the countries listed above and the MSDS contains all the information required by the Canadian Product Regulations, European Union, Australian (NOHSC 2011, 8.30-8.48) information, and Singapore SPRING required information is included.

2. HAZARD IDENTIFICATION

EU LABELING AND CLASSIFICATION: This product meets the definition of hazardous, as defined by the European Union Council Directive 67/548/EEC or subsequent Directives.

EU CLASSIFICATION: [Xn]: Harmful

EU RISK PHRASES: R: 65

EU SAFETY PHRASES: S: (2-); S: 14; S: 23; S: 24; S: 53; S: 62

EUROPEAN COMMUNITY ANNEX II HAZARD SYMBOL:



EMERGENCY OVERVIEW: Product Description: This product is clear reddish liquid with a petroleum odor. **Health Hazards:** This product may irritate skin, eyes, and other contaminated tissues. Inhalation can cause adverse effects on central nervous system. Ingestion may be harmful or fatal. Prolonged skin contact can cause defatting of skin and dermatitis. Contact with heated product can cause thermal burns. **Flammability Hazards:** This product is a Class IIIB combustible liquid. This material can burn but will not readily ignite. However, if the material is heated above the flash point it can release vapors that will ignite when exposed to ignition sources. In enclosed spaces, heated vapor can ignite with explosive force. Mists or sprays may ignite at temperatures below the flash point. If involved in a fire, products of thermal decomposition can include carbon and nitrogen oxides. **Reactivity Hazards:** Negligible. **Environmental Hazards:** Releases of this product may be harmful to the environment. If released on water, product may produce oil slick and prevent oxygenation of aquatic environment. **Emergency Recommendations:** Emergency responders must wear the personal protective equipment suitable for the situation to which they are responding. Fire retardant gear may be necessary.

pay. .50 / gal.
(Includes freight)

Mom
(210-)
757-
6277

Tommy
713- 671-5457

Hydrotreated Heavy paraffinic Distillate
 polyisobutenyl tetraethylenepentamine Succinimide
 Aliphatic Petroleum Distillate

3. COMPOSITION and INFORMATION ON INGREDIENTS

CHEMICAL NAME	CAS #	EINECS #	AVCS Inventory Listing	% w/w	EU/AUSTRALIAN CLASSIFICATION FOR COMPONENTS
Hydrotreated Heavy Paraffinic Distillate	64742-64-7	265-157-1	Listed	70-80%	NE
Polyisobutenyl Tetraethylenepentamine Succinimide	67752-72-5	Unlisted	Listed	15-25%	Hazard Classification: Not established Risk Phrases: Not established.
Aliphatic Petroleum Distillate	64742-83-7	265-191-7	Listed	5-10%	Hazard Classification: Xn (Irritating) Risk Phrases: R 65 Notes: H

See Section 15 for full text of ingredient Risk Phrases for components. See Section 15 for inventory listing for other countries.

4. FIRST-AID MEASURES

Victims of chemical exposure must be taken for medical attention if any adverse effect occurs. Remove or cover gross contamination to avoid exposure to rescuers. Rescuers should be taken for medical attention, if necessary. Take a copy of label and MSDS to health professional with victim.

SKIN EXPOSURE: If this product contaminates the skin, immediately begin decontamination with running water. Minimum flushing is for 15 minutes. Remove exposed or contaminated clothing, taking care not to contaminate eyes. Victim must seek medical attention if any adverse effect occurs/continues after flushing.

EYE EXPOSURE: If vapors or liquid from this product enter the eyes, open victim's eyes while under gently running water. Use sufficient force to open eyelids. Have victim "roll" eyes. Minimum flushing is for 15 minutes. Victim must seek medical attention if any adverse effect occurs.

INHALATION: If vapors, mists, or sprays of this product are inhaled, remove victim to fresh air. If necessary, use artificial respiration to support vital functions. **Do not use compressed oxygen in hydrocarbon atmospheres.** If adverse effect continues after removal to fresh air, seek medical attention.

INGESTION: If this product is swallowed, **CALL PHYSICIAN OR POISON CONTROL CENTER FOR MOST CURRENT INFORMATION.** **DO NOT INDUCE VOMITING**, unless directly by medical personnel. Have victim rinse mouth with water or give several cupfuls of water, if conscious. Never induce vomiting or give diluents (milk or water) to someone who is unconscious, having convulsions, or unable to swallow. If vomiting occurs, lean patient forward or place on left side (head-down position, if possible) to maintain an open airway and prevent aspiration.

MEDICAL CONDITIONS AGGRAVATED BY EXPOSURE: Acute or chronic respiratory conditions, skin disorders, central nervous system conditions, or disorders involving the "Target Organs" (see Section 11, "Toxicological Information") may be aggravated by overexposure to this product.

RECOMMENDATIONS TO PHYSICIANS: Treat symptoms and eliminate overexposure. Provide oxygen, if necessary.

5. FIRE-FIGHTING MEASURES

FLASH POINT: > 100°C (> 212°F)

FLAMMABILITY LIMITS: Not established.

AUTOIGNITION: Not established for product. For the main component, Hydrotreated Heavy Paraffinic Distillate: 371°C (700°F)

FIRE EXTINGUISHING MATERIALS: The following extinguishing materials are recommended for fires involving this product.

Water Spray: YES (for cooling only)

Carbon Dioxide: YES

Foam: YES

Dry Chemical: YES

Halon: YES

Other: Any "C" Class.

FIRE EXTINGUISHING MATERIALS NOT BE USED: None known.

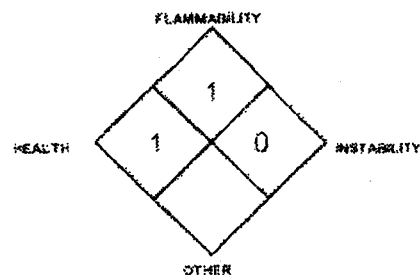
UNUSUAL FIRE AND EXPLOSION HAZARDS: This product is a Class II(B) combustible liquid. This material can burn but will not readily ignite. However, if the material is heated above the flash point it can release vapors that will ignite when exposed to ignition sources. In enclosed spaces, heated vapor can ignite with explosive force. Mists or sprays may ignite at temperatures below the flash point. When involved in a fire, this material may ignite and produce irritating vapors and toxic gases (e.g., carbon and nitrogen oxides).

Explosion Sensitivity to Mechanical Impact: Not sensitive.

Explosion Sensitivity to Static Discharge: If heated, vapors of this product may be ignited by static electrical energy.

SPECIAL FIRE-FIGHTING PROCEDURES: Structural firefighters must wear Self-Contained Breathing Apparatus and full protective equipment. Chemical resistant clothing may be necessary. Move containers from fire area if it can be done without risk to personnel. Water spray can be used to cool fire-exposed containers. Water fog or spray can also be used by trained firefighters to disperse this product's vapors and to protect personnel. If possible, prevent runoff water from entering storm drains, bodies of water, or other environmentally sensitive areas. Rinse contaminated equipment thoroughly with soapy water before returning such equipment to service.

NFPA RATING



Hazard Scale: 0 = Minimal 1 = Slight 2 = Moderate
 3 = Serious 4 = Severe

6. ACCIDENTAL RELEASE MEASURES

SPILL AND LEAK RESPONSE: Trained personnel using pre-planned procedures should respond to uncontrolled releases. Proper protective equipment should be used. In case of a spill, clear the affected area and protect people. Eliminate all sources of ignition before cleanup begins. Use non-sparking tools. The atmosphere must have levels of components lower than those listed in Section 8, (Exposure Controls and Personal Protective Equipment), if applicable, and have at least 19.5 percent oxygen before personnel can be allowed into the area without Self-Contained Breathing Apparatus (SCBA).

Small Spills: absorb spilled liquid with clay, sand, activated carbon, polyads, or other suitable absorbent materials, wearing gloves, goggles and apron.

Large Spills: Minimum Personal Protective Equipment should be Level B: triple-gloves (rubber gloves and nitrile gloves over latex gloves), chemical resistant suit and boots, hard hat, and Self-Contained Breathing Apparatus. For large spills, dike or otherwise contain spill and remove with vacuum truck or pump to storage/salvage vessels. Decontaminate the area thoroughly. Prevent material from entering sewer or confined spaces, waterways, soil or public waters. Monitor area for combustible vapor levels and confirm levels are below exposure limits given in Section 8 (Exposure Controls-Personal Protection), if applicable, and that levels are below applicable LELs (see Section 5 - Fire Fighting Measures) before non-response personnel are allowed into the spill area.

Place all spill residue in a double plastic bag or other containment and seal. Do not mix with wastes from other materials. Dispose of in accordance with applicable Federal, State, and local procedures (see Section 13, Disposal Considerations). For spills on water, contain, minimize dispersion and collect. Dispose of recovered material and report spill per regulatory requirements.

7. HANDLING and STORAGE

SAFE WORK AND HYGIENE PRACTICES: As with all chemicals, avoid getting this product ON YOU or IN YOU. Wash thoroughly after handling this product. Eye wash stations or safety showers should be near areas where this product is stored or handled. Do not eat, drink, smoke, or apply cosmetics while handling this product. Avoid breathing vapors or mists generated by this product. Use in a well-ventilated location. Remove contaminated clothing immediately and launder before reuse.

STORAGE AND HANDLING PRACTICES: All employees who handle this material should be trained to handle it safely. Keep away from heat, sparks, and other sources of ignition. Keep container tightly closed when not in use. Use non-sparking tools. Bond and ground containers during transfers of material. If this product is transferred into another container, only use portable containers and dispensing equipment (faucet, pump, drip can) approved for combustible liquids. Store containers in a cool, dry location, away from direct sunlight, sources of intense heat, or where freezing is possible. Do not store containers above 48.9°C (120°F). Material should be stored in secondary containers or in a diked area, as appropriate. Store containers away from incompatible chemicals (see Section 10, Stability and Reactivity). Containers should be separated from oxidizing materials by a minimum distance of 20 ft. or by a barrier of non-combustible material at least 5 ft. high having a fire-resistance rating of at least 0.5 hours. Storage areas should be made of fire resistant materials. Post warning and "NO SMOKING" signs in storage and use areas, as appropriate. Have appropriate extinguishing equipment in the storage area (i.e., sprinkler system, portable fire extinguishers). Inspect all incoming containers before storage to ensure containers are properly labeled and not damaged. Refer to NFPA 30, *Flammable and Combustible Liquids Code*, for additional information on storage. Empty containers may contain residual liquid or vapors that are flammable; therefore, empty containers should be handled with care. Never perform any welding, cutting, soldering, drilling, or other hot work on an empty container or piping until all liquid, vapors, and residue have been cleared.

SPECIFIC USE(S): This product is for use as a combustion catalyst for diesel fuels. Follow all industry standards for use of this product.

PROTECTIVE PRACTICES DURING MAINTENANCE OF CONTAMINATED EQUIPMENT: Follow practices indicated in Section 6 (Accidental Release Measures). Make certain that application equipment is locked and tagged-out safely, if necessary. Collect all rinsates and dispose of according to applicable Federal, State, and local procedures standards.

8. EXPOSURE CONTROLS - PERSONAL PROTECTION

VENTILATION, ENGINEERING AND OCCUPATIONAL EXPOSURE CONTROLS: Use with adequate ventilation to ensure exposure levels are maintained below the limits provided below. Exhaust directly to the outside, taking necessary precautions for environmental protection. If necessary, refer to Australian National Code of Practice for the Control of Workplace Hazardous Substances [NOHSC: 2007 (1994)] for further information.

OCCUPATIONAL EXPOSURE STANDARDS:

CHEMICAL NAME	CAS #	EXPOSURE LIMITS IN AIR							
		ACGIH-TLVA		OSHA-PELs		NIOSH-RELs		NIOSH	OTHER
		TWA mg/m ³	STEL mg/m ³	TWA mg/m ³	STEL mg/m ³	TWA mg/m ³	STEL mg/m ³	IDLH mg/m ³	
Aromatic Petroleum Distillate Recommended exposure limits given are for Kerosene and Standard Solvent	64742-88-7	Kerosene: 200 (as total hydrocarbon vapor) Standard Solvent: 500	NE	Standard Solvent: 2000 325 (vacated 1989 PEL)	NE	Kerosene: 100 Standard Solvent: 250	1800 (misting) 15 min.	Standard Solvent 20,000	NE

NE = Not Established See Section 16 for Definitions of Terms Used

8. EXPOSURE CONTROLS - PERSONAL PROTECTION (Continued)**OCCUPATIONAL EXPOSURE STANDARDS (continued):**

CHEMICAL NAME	CAS #	EXPOSURE LIMITS IN AIR							
		ACGIH-TLVs		OSHA-PELs		NIOSH-RELs		IDLH	OTHER
		TWA mg/m ³	STEL mg/m ³	TWA mg/m ³	STEL mg/m ³	TWA mg/m ³	STEL mg/m ³		
Polyisobutyl Tetraethylenepentamine Succinimide	67762-72-5	NE	NE	NE	NE	NE	NE	NE	NE
Hydrotreated Heavy Paraffinic Distillate	64742-54-7	5	10	5	NE	5	10	NE	NE

Recommended exposure limits given are for Oil, Mist, Mineral

NE = Not Established See Section 16 for Definitions of Terms Used

The following information on appropriate Personal Protective Equipment is provided to assist employers in complying with regulations found in U.S. OSHA 29 CFR Subpart I (beginning at 1910.132), equivalent standards of Canada (including CSA Standard Z94.4-02 and CSA Standard Z94.3-02), standards of EU member states (including EN 529:2005 for respiratory PPE, CEN/TR 15419:2006 for hand protection, and CR 13464:1999 for face/eye protection), or standards of Australia (including AS/NZS 1715:1994 for respiratory PPE, AS/NZS 4501.2:2006 for protective clothing, AS/NZS 2161.1:2000 for glove selection, and AS/NZS 1336:1997 for eye protection). Please reference applicable regulations and standards for relevant details.

RESPIRATORY PROTECTION: If necessary, use only respiratory protection authorized in the U.S. Federal OSHA Respiratory Protection Standard (29 CFR 1910.134), equivalent U.S. State standards, Canadian CSA Standard Z94.4-02, the European Standard EN 529:2005, and EU member state standards, the Australian Standard 1716-Respiratory Protective Devices and Australian Standard 1715-Selection, Use, and Maintenance of Respiratory Protective Devices, or Singapore standards. Oxygen levels below 19.5% are considered IDLH by OSHA. In such atmospheres, use of a full-facepiece pressure/demand SCBA or a full facepiece, supplied air respirator with auxiliary self-contained air supply is required under OSHA's Respiratory Protection Standard (1910.134-1998).

EYE PROTECTION: Wear safety glasses with side shields (or goggles) and a face shield. If necessary, refer to U.S. OSHA 29 CFR 1910.133, Canadian CSA Standard Z94.3-02, European Standard CR 13464:1999, the Australian Standard 1337-Eye Protection for Industrial Applications and Australian Standard 1336-Recommended Practices for Eye Protection in the Industrial Environment, or Singapore standards.

HAND PROTECTION: Wear appropriate gloves to prevent protection against solvents. If material is heated, wear insulated gloves. Check gloves for leaks. Wash hands before putting on gloves and after removing gloves. If necessary, refer to U.S. OSHA 29 CFR 1910.138, appropriate Standards of Canada, the Australian Standard 2161-Industrial Safety Gloves and Mittens, the European Standard CEN/TR 15419:2006, or Singapore standards.

BODY/SKIN PROTECTION: Use body protection appropriate for task (e.g., coveralls or apron). For prolonged or repeated exposures, use impervious synthetic rubber clothing (boots, gloves, aprons, etc.) over parts of the body subject to exposure. If handling hot fluid, use insulated protective clothing (boots, gloves, aprons, etc.). If necessary, refer to appropriate Standards of Canada, the European Standard CEN/TR 15419:2006, Australian Standard 3765-Clothing for Protection Against Hazardous Chemicals, or Singapore standards. If a hazard of injury to the feet exists due to falling objects, rolling objects, where objects may pierce the soles of the feet or where employee's feet may be exposed to electrical hazards, use foot protection, as described in U.S. OSHA 29 CFR 1910.136 and the Canadian CSA Standard Z195-02, Protective Footwear.

ENVIRONMENTAL EXPOSURE CONTROLS: Controls should be engineered to prevent release to the environment, including procedures to prevent spills, atmospheric release and release to waterways.

9. PHYSICAL and CHEMICAL PROPERTIES

RELATIVE VAPOR DENSITY (air = 1): Not established.

MELTING/FREEZING POINT: Not established.

SOLUBILITY IN WATER: Insoluble.

VAPOR PRESSURE @ 20°C: < 1.0 mmHg

OXIDIZING PROPERTIES: Not applicable.

VISCOSITY @ 40°C: 20-28 cSt

PERCENT VOLATILE: 90-99%

FLASH POINT (COC): > 100°C (> 212°F)

POUR POINT: -30 to -40°C (-22 to -40°F)

AUTOIGNITION TEMPERATURE: For Hydrotreated Heavy Paraffinic Distillate: 371°C (700°F)

COEFFICIENT OF OIL/WATER DISTRIBUTION (PARTITION COEFFICIENT): Not established.

APPEARANCE, ODOR AND COLOR: This product is a clear reddish liquid, with a solvent odor.

HOW TO DETECT THIS SUBSTANCE (warning properties): The odor and appearance of this product may be warning an identifying property in event of an accidental release.

EVAPORATION RATE (n-BuAc = 1): < 1

BOILING POINT: Not established.

SOLUBILITY IN SOLVENTS: Not determined.

pH: Not determined.

SHOCK SENSITIVITY: Not applicable.

ODOR THRESHOLD: Not established.

SPECIFIC GRAVITY @ 15.55°C: 0.850-0.870 g/mL

FLAMMABILITY LIMITS: Not established for product.

10. STABILITY and REACTIVITY

DECOMPOSITION CONDITIONS/STABILITY: Stable under conditions of standard temperature and pressure.

DECOMPOSITION PRODUCTS: Combustion: Carbon and nitrogen. Hydrolysis: None known.

HAZARDOUS POLYMERIZATION: Will not occur.

MATERIALS WITH WHICH SUBSTANCE IS INCOMPATIBLE: This product is incompatible with strong oxidizing agents, oxidizing agents, strong acids, and basic materials.

CONDITIONS TO AVOID: Avoid exposure to or contact with ignition sources, extreme temperatures, direct sunlight and incompatible chemicals.

11. TOXICOLOGICAL INFORMATION

IRRITANCY OF PRODUCT: The liquid or vapors of this product are moderately irritating to contaminated eyes. Inhalation and skin contact can be mildly irritating. Prolonged skin contact can cause dermatitis.

SENSITIZATION TO THE PRODUCT: No component of this product is known to be a human skin or respiratory sensitizer.

SYMPTOMS OF OVEREXPOSURE BY ROUTE OF EXPOSURE: The most significant routes of occupational overexposure are contact with the skin and eyes. The symptoms of overexposure to this product are as follows:

INHALATION: If mists or sprays of this product are inhaled, irritation of the nose, throat and respiratory tract may occur. Inhalation may also cause central nervous system depression. Symptoms can include dizziness, drowsiness, headache, nausea. Exposure to at high concentrations, such as may occur in a confined space may have the following effects: diarrhea, fatigue, convulsions, loss of consciousness.

CONTACT WITH SKIN or EYES: Depending on the duration and concentration of overexposure, eye contact with vapors may result in mild irritation. Direct eye contact with liquid or mist may cause conjunctival irritation. Contact with the skin may cause irritation of the skin, depending on duration and concentration of contact. Repeated or prolonged contact may produce defatting of the skin leading to irritation and dermatitis, with symptoms of dryness, redness and cracking. Contact with heated product may cause burns.

SKIN ABSORPTION: No component of this product is known to be absorbed via intact skin.

INGESTION: Ingestion is not anticipated to be a significant route of occupational exposure. If this product is swallowed, it may cause gastrointestinal irritation and vomiting. Symptoms such as chest and abdominal pain, nausea, vomiting, diarrhea, dizziness, faintness, drowsiness, collapse and coma may also occur. Ingestion of large amounts may cause kidney damage or be fatal. Ingestion may lead to aspiration into the lungs. Aspiration may lead to chemical pneumonitis which is characterized by pulmonary edema and hemorrhage, and may be fatal. Signs of lung involvement include increased respiration rate, increased heart rate, and a bluish discoloration of the skin. Coughing, choking, and gagging are often noted at the time of aspiration.

INJECTION: Accidental injection of this product (via cut or puncture with a contaminated object) may cause irritation in addition to the wound.

HEALTH EFFECTS OR RISKS FROM EXPOSURE: An Explanation in Lay Terms. In the event of overexposure, the following symptoms may be observed.

ACUTE: This product may moderately to severely irritate contaminated eyes. Skin contact and inhalation can cause irritation of contaminated tissues. Ingestion of this product may be harmful or fatal and may lead to aspiration into the lungs. Prolonged eye contact may cause corrosive injury.

CHRONIC: Prolonged skin contact may cause dermatitis. Components of this product are suspect carcinogens, based on animal data.

TARGET ORGANS: ACUTE: Skin, eyes, respiratory system. CHRONIC: Skin.

TOXICITY DATA: The following toxicology data are available for this product.

LD₅₀ (Oral-Rat) > 5000 mg/kg

LD₅₀ (Skin-Rat) > 2000 mg/kg

Irritation (Skin-Rabbit) Practically non-irritating

Irritation (Eye-Rabbit) Practically non-irritating

CARCINOGENIC INFORMATION: The components of this product are listed by agencies tracking the carcinogenic potential of chemical compounds, as follows:

HYDROTREATED HEAVY PARAFFINIC DISTILLATE: IARC-3 (Unclassifiable as to Carcinogenicity in Humans)

ALIPHATIC PETROLEUM DISTILLATE: IARC-3 (Unclassifiable as to Carcinogenicity in Humans)

HAZARDOUS MATERIAL IDENTIFICATION SYSTEM**HEALTH HAZARD**

(BLUE)

1

FLAMMABILITY HAZARD

(RED)

1

PHYSICAL HAZARD

(YELLOW)

0

PROTECTIVE EQUIPMENT

EYES

RESPIRATOR

GLOVES

PROTECTIVE CLOTHING

See Section 8

For Routine Industrial Use and Handling Applications

Hazard Scale: 0 = Minimal 1 = Slight 2 = Moderate
3 = Serious 4 = Severe * = Chronic hazard

11. TOXICOLOGICAL INFORMATION (Continued)

CARCINOGENIC INFORMATION (continued): The remaining components of this product are not found on the following lists: U.S. EPA, U.S. NTP, U.S. OSHA, U.S. NIOSH, GERMAN MAK, IARC, and ACGIH and therefore are neither considered to be nor suspected to be cancer-causing agents by these agencies.

REPRODUCTIVE TOXICITY INFORMATION: Listed below is information concerning the effects of this product and its components (of greater than 1%) on the human reproductive system:

Mutagenicity: The components of this product are not reported to produce mutagenic effects in humans.

Embryotoxicity: The components of this product are not reported to produce embryotoxic effects in humans.

Teratogenicity: The components of this product are not reported to cause teratogenic effects in humans.

Reproductive Toxicity: The components of this product are not reported to cause reproductive effects in humans.

A mutagen is a chemical that causes permanent changes to genetic material (DNA) such that the changes will propagate through generational lines. An embryotoxin is a chemical that causes damage to a developing embryo (i.e. within the first eight weeks of pregnancy in humans), but the damage does not propagate across generational lines. A teratogen is a chemical that causes damage to a developing fetus, but the damage does not propagate across generational lines. A reproductive toxin is any substance that interferes in any way with the reproductive process.

ACGIH BIOLOGICAL EXPOSURE INDICES: Currently, there are no ACGIH Biological Exposure Indices (BEIs) determined for the components identified of this product.

12. ECOLOGICAL INFORMATION

ALL WORK PRACTICES MUST BE AIMED AT ELIMINATING ENVIRONMENTAL CONTAMINATION.

MOBILITY: This product has not been tested for mobility in soil. It is expected to be highly mobile in soil due to petroleum derivative components.

PERSISTENCE AND BIODEGRADABILITY: This product has not been tested for persistence or biodegradability. It is expected that some biodegradation will occur to this product; however, no specific information is known.

BIO-ACCUMULATION POTENTIAL: This product has not been tested for bio-accumulation potential. No information is available for components.

ECOTOXICITY: This product has not been tested for aquatic or animal toxicity. All release to terrestrial, atmospheric and aquatic environments should be avoided. The product may produce a slick if released to an aquatic environment, preventing oxygenation of the water.

OTHER ADVERSE EFFECTS: This product does not contain any component with ozone depletion potential.

13. DISPOSAL CONSIDERATIONS

DISPOSAL METHODS: It is the responsibility of the generator to determine at the time of disposal whether the product meets the criteria of a hazardous waste per regulations of the area in which the waste is generated and/or disposed of. Waste disposal must be in accordance with appropriate Federal, State, and local regulations. This product, if unaltered by use, may be disposed of by treatment at a permitted facility or as advised by your local hazardous waste regulatory authority. Shipment of wastes must be done with appropriately permitted and registered transporters.

DISPOSAL CONTAINERS: Waste materials must be placed in and shipped in appropriate 5-gallon or 55 gallon poly or metal waste pails or drums. Permeable cardboard containers are not appropriate and should not be used. Ensure that any required marking or labeling of the containers be done to all applicable regulations.

PRECAUTIONS TO BE FOLLOWED DURING WASTE HANDLING: Wear proper protective equipment when handling waste materials. Dispose of in accordance with applicable Federal, State, and local procedures and standards.

U.S. EPA WASTE NUMBER: Wastes of this product should be tested to see if they meet the criteria for waste characteristic ignitability (D001). Testing should be done, per EPA criteria to test wastes to make this determination.

EUROPEAN WASTE CODES: 13 Oil Wastes and Wastes of Liquid Fuels (except edible oils, and those in chapters 05, 12 and 19) 13 08 99* wastes not otherwise specified.

14. TRANSPORTATION INFORMATION

U.S. DEPARTMENT OF TRANSPORTATION: This product is not classified as dangerous goods, per U.S. DOT regulations, under 49 CFR 172.101. Note: This product may be classified as an oil under 49CFR (DOT) Part 130 and be subject to the requirements under this part. If shipped by rail or highway in a tank with a capacity of 3500 gallons or more, the product may be subject to these requirements. Consult 49 CFR Part 130 for more information on this determination.

TRANSPORT CANADA, TRANSPORTATION OF DANGEROUS GOODS REGULATIONS: This product is not classified as Dangerous Goods, per regulations of Transport Canada.

INTERNATIONAL AIR TRANSPORT ASSOCIATION SHIPPING INFORMATION (IATA): This product is not classified as dangerous goods, per the International Air Transport Association.

INTERNATIONAL MARITIME ORGANIZATION SHIPPING INFORMATION (IMO): This product is not classified as dangerous goods, per the International Maritime Organization.

EUROPEAN AGREEMENT CONCERNING THE INTERNATIONAL CARRIAGE OF DANGEROUS GOODS BY ROAD (ADR): This product is not classified by the United Nations Economic Commission for Europe to be dangerous goods.

14. TRANSPORTATION INFORMATION (Continued)

SINGAPORE STANDARD 286: PART A: This product has no requirements under the Specification for Caution Labeling for Hazardous Substances, Part 4: Marking of Packages, Containers and Vehicles, as it does not meet the criteria for any hazard class under this regulation.

15. REGULATORY INFORMATION**ADDITIONAL U.S. REGULATIONS:**

U.S. SARA REPORTING REQUIREMENTS: The components of this product are NOT subject to the reporting requirements of Sections 302, 304, and 313 of Title III of the Superfund Amendments and Reauthorization Act.

U.S. SARA THRESHOLD PLANNING QUANTITY: The components of this product are NOT subject to specific Threshold Planning Quantities requirements. The default Federal MSDS submission and inventory requirement filing threshold of 10,000 lb (4,540 kg) may apply, per 40 CFR 370.20.

U.S. SARA HAZARD CATEGORIES (SECTION 311/312, 40 CFR 370.21): ACUTE: Yes; CHRONIC: No; FIRE: Yes; REACTIVE: No; SUDDEN RELEASE: No

U.S. CERCLA REPORTABLE QUANTITY (RQ): No component of this product has a CERCLA RQ. The petroleum distillate is covered by EPA's Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) petroleum exclusion. Releases to air, land, or water are not reportable under CERCLA (Superfund).

U.S. TSCA INVENTORY STATUS: The components are listed on the TSCA Inventory.

CLEAN WATER AND OIL POLLUTION ACTS: This product may be classified as an oil under Section 311 of the Clean Water Act (40 CFR 110) and the Oil Pollution Act of 1990. Discharge or spills that produce a visible sheen on either surface water, or in waterways/sewers that lead to surface water, must be reported to the National Response Center at 1-800-424-8802.

CALIFORNIA SAFE DRINKING WATER AND TOXIC ENFORCEMENT ACT (PROPOSITION 65): This product may contain very trace amounts of Toluene and Benzene, which are listed on the Proposition 65 lists.

ANSI LABELING (Z129.1): WARNING! COMBUSTIBLE LIQUID-CAN IGNITE IF EXPOSED TO FLAME OR HIGH TEMPERATURE. MAY CAUSE SKIN, AND RESPIRATORY TRACT IRRITATION. Keep away from heat, sparks, and flame. Avoid contact with oxidizers or UV light. Avoid breathing vapor or mists. Avoid contact with skin or clothing. Use only with adequate ventilation. Keep container tightly closed. Wash thoroughly after handling. Wear gloves and goggles. Use only with adequate ventilation. **FIRST-AID:** In case of contact, immediately flush skin or eyes for at least 15 minutes with large amounts of water. If inhaled, move to fresh air. If not breathing, give artificial respiration. If breathing is difficult, give oxygen. If ingested, do not induce vomiting. Get medical attention immediately. **IN CASE OF FIRE:** Use fog, foam, dry chemical or carbon dioxide. **IN CASE OF SPILL:** Absorb spill with inert material and place in suitable container. Do not allow contamination of waterways or soil. Refer to Material Safety Data Sheet for additional information on this product.

ADDITIONAL CANADIAN REGULATIONS:

CANADIAN DSL/NDL INVENTORY STATUS: The components of this product listed the DSL inventory

OTHER CANADIAN REGULATIONS: Not applicable.

CANADIAN ENVIRONMENTAL PROTECTION ACT (CEPA) PRIORITIES SUBSTANCES LISTS: The components of this product are not on the CEPA Priority Substances Lists.

CANADIAN WHMIS CLASSIFICATION and SYMBOLS:

Class B3: Combustible liquid

Class D2B: Toxic Material Causing Other Toxic Effects

**EUROPEAN UNION INFORMATION FOR PRODUCT:**

EU LABELING AND CLASSIFICATION: This product is classified as Harmful as defined by the European Union Council Directive 67/548/EEC or subsequent Directives.

EU CLASSIFICATION: Xn [Harmful]

EU RISK PHRASES: [R: 65]: Harmful; may cause lung damage if swallowed.

EU SAFETY PHRASES: [S: 7]: Keep container tightly closed. [S: 14]: Keep away from oxidizers. [S: 15]: Keep away from heat. [S: 23]: Do not breathe fumes or vapor. [S: 24]: Avoid contact with skin. [S: 45]: In case of accident or if you feel unwell, seek medical advice immediately (show the label where possible). [S: 53]: Avoid exposure - obtain special instructions before use. [S: 62]: If swallowed, do not induce vomiting. seek medical advice immediately and show this container or label.

EU HAZARD SYMBOLS:

15. REGULATORY INFORMATION (Continued)**EUROPEAN UNION INFORMATION FOR PRODUCT (continued):****CLASSIFICATION FOR COMPONENTS:****Aliphatic Petroleum Distillate:**

The following classification has been published in Commission Directives.

EU CLASSIFICATION: Xn [Harmful]

EU RISK PHRASES: [R: 65]: Harmful; may cause lung damage if swallowed.

EU SAFETY PHRASES: [S: 2]: Keep out of reach of children. [S: 23]: Do not breathe gas/fumes/vapour/spray (appropriate wording to be specified by the manufacturer). [S: 24]: Avoid contact with skin. [S: 62]: If swallowed, do not induce vomiting; seek medical advice immediately and show this container or label.

NOTES: [H]: The classification and label shown for this substance applies to the dangerous property(ies) indicated by the risk phrase(s) in combination with the category(ies) of danger shown. The requirements of Article 6 of Directive 67/548/EEC on manufacturers, distributors, and importers of this substance apply to all other aspects of classification and labelling. The final label shall follow the requirements of section 7 of Annex VI to Directive 67/548/EEC. This note applies to certain coal- and oil-derived substances and to certain entries for groups of substances in Annex I to Directive 67/548/EEC.

Polyisobutyl Tetraethylenepentamine Succinimide:

An official classification for this substance has not been published in Commission Directives 93/72/EEC, 94/69/EC, 96/56/EC, or 98/96/EC or subsequent directives.

Hydrotreated Heavy Paraffinic Distillate:

The following classification has been published in Commission Directives.

EU SAFETY PHRASES: [S: 45]: In case of accident or if you feel unwell, seek medical advice immediately (show the label where possible). [S: 53]: Avoid exposure - obtain special instructions before use.

NOTES: [H]: The classification and label shown for this substance applies to the dangerous property(ies) indicated by the risk phrase(s) in combination with the category(ies) of danger shown. The requirements of Article 6 of Directive 67/548/EEC on manufacturers, distributors, and importers of this substance apply to all other aspects of classification and labelling. The final label shall follow the requirements of section 7 of Annex VI to Directive 67/548/EEC. This note applies to certain coal- and oil-derived substances and to certain entries for groups of substances in Annex I to Directive 67/548/EEC.

ADDITIONAL AUSTRALIAN REGULATIONS:

LABELING AND CLASSIFICATION: This product is classified as Harmful as defined by Australian NOMSC: 1008 (2004).

CLASSIFICATION: Xn [Harmful]

RISK PHRASES: [R: 65]: Harmful; may cause lung damage if swallowed.

SAFETY PHRASES: [S: 7]: Keep container tightly closed. [S: 14]: Keep away from oxidizers. [S: 15]: Keep away from heat. [S: 23]: Do not breathe fumes or vapor. [S: 24]: Avoid contact with skin. [S: 45]: In case of accident or if you feel unwell, seek medical advice immediately (show the label where possible). [S: 53]: Avoid exposure - obtain special instructions before use. [S: 62]: If swallowed, do not induce vomiting; seek medical advice immediately and show this container or label.

HAZARD SYMBOLS:

AUSTRALIAN INVENTORY OF CHEMICAL SUBSTANCES (AICS) STATUS: The components of this product are listed on the AICS as given in the table at the end of this Section.

STANDARD FOR THE UNIFORM SCHEDULING OF DRUGS AND POISONS:

SCHEDULE 5: HYDROCARBONS, LIQUID, including kerosene, diesel (distillate), mineral turpentine, white petroleum spirit, toluene, xylene and light mineral and paraffin oils (but excluding their derivatives).

ADDITIONAL LABELING INFORMATION: For advice, contact a Poisons Information Centre (Phone eg Australia 131 126; New Zealand 03 4747 000) or a doctor (at once). If swallowed, do NOT induce vomiting.

ADDITIONAL SINGAPORE REGULATIONS:

CODE OF PRACTICE ON POLLUTION CONTROL REQUIREMENTS: The components identified of this product are NOT subject to the requirements under the Singapore Code of Practice on Pollution Control.

INTERNATIONAL CHEMICAL INVENTORY SUMMARY: The components of this product listed are found on the following National Chemical Inventories:

COMPONENT NAME	INVENTORY NAME				
	CAS#	U.S. TSCA	AUSTRALIAN AICS	CANADIAN ORIGIN	EUROPEAN ENECS/ELINCS
Aliphatic Petroleum Distillate	64742-54-7	Yes	Yes	DSL	255-157-1
Polyisobutyl Tetraethylenepentamine Succinimide	87762-22-6	Yes	Yes	NDSL	No
Hydrotreated Heavy Paraffinic Distillate	64742-54-7	Yes	Yes	DSL	315-157-1

16. OTHER INFORMATION

PREPARED BY:

CHEMICAL SAFETY ASSOCIATES, Inc.
PO Box 3619, La Mesa, CA 92044-3619
(800) 441-3365 (619) 670-0609

The information presented herein is based on data considered accurate. However, no warranty is expressed or implied regarding the accuracy of these data or the results to be obtained from the use thereof. EnviroFuels LLC assumes no responsibility for injury to the worker or third persons proximately caused by the material if reasonable safety procedures are not followed in the use of the material. Additionally, EnviroFuels LLC assumes no responsibility for injury to worker or third persons proximately caused by abnormal use of the material when it is used in the manner intended. Furthermore, EnviroFuels LLC assumes no responsibility for injury to worker or third persons proximately caused by abnormal use of the material when it is used in the manner intended.

DEFINITIONS OF TERMS

A large number of abbreviations and acronyms appear on a MSDS. Some of these, which are commonly used, include the following:

CAS #: This is the Chemical Abstract Service Number that uniquely identifies each constituent.

EXPOSURE LIMITS IN AIR:

CEILING LEVEL: The concentration that shall not be exceeded during any part of the working exposure.

DFG MAK Germ Cell Mutagen Categories: 1. Germ cell mutagens which have been shown to increase the mutant frequency in the progeny of exposed humans. 2. Germ cell mutagens which have been shown to increase the mutant frequency in the progeny of exposed mammals.

3A: Substances which have been shown to induce genetic damage in germ cells of human of animals or which produce mutagenic effects in somatic cells of mammals in vivo and have been shown to reach the germ cells in an active form. 3B: Substances which are suspected of being germ cell mutagens because of their genotoxic effects in mammalian somatic cells in vivo, in exceptional cases, substances for which there are no in vivo data, but which are clearly mutagenic in vitro and structurally related to known in vivo mutagens. 4: Not applicable (Category 4 carcinogenic substances are those with non-genotoxic mechanisms of action. By definition, germ cell mutagens are genotoxic. Therefore, a Category 4 for germ cell mutagens cannot apply. At some time in the future, it is conceivable that a Category 4 could be established for genotoxic substances with primary targets other than DNA [e.g. purely aneugenic substances] if research results make this seem sensible.) 5: Germ cell mutagens, the potency of which is considered to be so low that, provided the MAK value is observed, their contribution to genetic risk for humans is expected not to be significant.

DFG MAK Pregnancy Risk Group Classification: Group A: A risk of damage to the developing embryo or fetus has been unequivocally demonstrated. Exposure of pregnant women can lead to damage of the developing organism, even when MAK and BAT (Biological Tolerance Value for Working Materials) values are observed. Group B: Currently available information indicates a risk of damage to the developing embryo or fetus must be considered to be probable. Damage to the developing organism cannot be excluded when pregnant women are exposed, even when MAK and BAT values are observed. Group C: There is no reason to fear a risk of damage to the developing embryo or fetus when MAK and BAT values are observed. Group D: Classification in one of the groups A-C is not yet possible because, although the data available may indicate a trend, they are not sufficient for final evaluation.

IDLH-Immediately Dangerous to Life and Health: This level represents a concentration from which one can escape within 30 minutes without suffering escape-preventing or permanent injury.

LOC: Limit of Quantitation.

MAK: Federal Republic of Germany Maximum Concentration Values in the workplace

NE: Not Established: When no exposure guidelines are established, an entry of NE is made for reference.

NIC: Notice of Intended Change

NIOSH CEILING: The exposure that shall not be exceeded during any part of the workday. If instantaneous monitoring is not feasible, the ceiling shall be assumed as a 15-minute TWA exposure (unless otherwise specified) that shall not be exceeded at any time during a workday.

NIOSH REL: NIOSH's Recommended Exposure Limit

PEL-Permissible Exposure Limit: OSHA's Permissible Exposure Limits. This exposure value means exactly the same as a TLV, except that it is enforceable by OSHA. The OSHA Permissible Exposure Limit are listed in the 1988 PELs and the June, 1989 Air Contaminants Rule (Federal Register 54: 35338-35361 and 54: 40191). Both the current PELs and the vacated PELs are indicated. The phrase, "Vacated 1988 PEL," is placed next to the PEL that was vacated by Court Order.

SKIN: Used when a there is a danger of cutaneous absorption.

STEEL-Short Term Exposure Limit: Short Term Exposure Limit, usually a 15-minute time-weighted average (TWA) exposure that should not be exceeded at any time during a workday, even if the 8 hr TWA is within the TLV-TWA, PEL-TWA or REL-TWA.

TLV-Threshold Limit Value: An airborne concentration of a substance that represents conditions under which it is generally believed that nearly all workers may be repeatedly exposed without adverse effects. The duration must be considered, including the 8-hour.

TWA-Time Weighted Average: Time Weighted Average exposure concentration for a conventional 8-hr (TWA, PEL) or up to a 10-hr (REL) workday and a 40-hr workweek.

HAZARDOUS MATERIALS IDENTIFICATION SYSTEM HAZARD

RATINGS: This rating system was developed by the National Paint and Coatings Association and has been adopted by industry to identify the degree of chemical hazards.

HEALTH HAZARD:

0 (Minimal Hazard): No significant health risk; irritation of skin or eyes not anticipated. Skin irritation: Essentially non-irritating. PH or Dinitz = 0. Eye irritation: Essentially non-irritating, or minimal effects which clear in < 24 hours [e.g. mechanical irritation]. Onset = 0. Oral Toxicity LD₅₀ Rat: < 5000 mg/kg. Dermal Toxicity LD₅₀ Rat or Rabbit: < 2000 mg/kg. Inhalation Toxicity 4-hr LC₅₀ Rat: < 25 mg/L. 1 (Slight Hazard): Minor reversible injury may occur, slightly or mildly irritating. Skin irritation: Slightly or mildly irritating. Eye irritation: Slightly or mildly irritating. Oral Toxicity LD₅₀ Rat: > 500-5000 mg/kg. Dermal Toxicity LD₅₀ Rat or Rabbit: > 1000-2000 mg/kg. Inhalation Toxicity LC₅₀ 4-hr Rat: > 2.20 mg/L. 2 (Moderate Hazard): Temporary or reversible injury may occur. Skin irritation: Moderately irritating, primary irritant; sensitization. PH or Dinitz = 0. Eye irritation: Moderately to severely irritating and/or corrosive; reversible corneal opacity, corneal involvement or irritation clearing in 8-21 days. Onset = 0 to < 25. Oral Toxicity LD₅₀ Rat: > 50-500 mg/kg. Dermal Toxicity LD₅₀ Rat or Rabbit: > 100-1000 mg/kg. Inhalation Toxicity LC₅₀ 4-hr Rat: > 0.5-2 mg/L. 3 (Serious Hazard): Major injury likely unless prompt action is taken and medical treatment is given; high level of toxicity, corrosive. Skin irritation: Severely irritating and/or corrosive; may destroy dermal tissue; cause skin burns, dermal necrosis. PH or Dinitz = 5-8 with destruction of tissue.

HAZARDOUS MATERIALS IDENTIFICATION SYSTEM HAZARD

RATINGS (continued):

HEALTH HAZARD (continued):

2 (continued): Eye irritation: Corrosive; irreversible destruction of ocular tissue; corneal involvement or irritation persisting for more than 21 days. Onset = > 80 with effects irreversible in 21 days. Oral Toxicity LD₅₀ Rat: > 1-50 mg/kg. Dermal Toxicity LD₅₀ Rat or Rabbit: > 20-200 mg/kg. Inhalation Toxicity LC₅₀ 4-hr Rat: > 0.05-0.5 mg/L. 4 (Severe Hazard): Skin-threatening; major or permanent damage may result from single or repeated exposure. Skin irritation: Not appropriate. Do not rate as a "4", based on skin irritation alone. Eye irritation: Not appropriate. Do not rate as a "4", based on eye irritation alone. Oral Toxicity LD₅₀ Rat: < 1 mg/kg. Dermal Toxicity LD₅₀ Rat or Rabbit: < 25 mg/kg. Inhalation Toxicity LC₅₀ 4-hr Rat: < 0.05 mg/L.

FLAMMABILITY HAZARD:

0 (Minimal Hazard): Materials that will not burn in air when exposed to a temperature of 815.5°F (435.8°C) for a period of 5 minutes; 1 (Slight Hazard): Materials that must be pre-heated before ignition can occur. Material requires considerable pre-heating, under all ambient temperature conditions before ignition and combustion can occur; Materials that will burn in air when exposed to a temperature of 815.5°F (435.8°C) for a period of 5 minutes or less. Liquids: Solids and semisolids having a flash point at or above 93.3°C (200°F) [e.g. OSHA Class III-B or III-C]. Most ordinary combustible materials [e.g. wood, paper, etc.]; 2 (Moderate Hazard): Materials that must be moderately heated or exposed to relatively high ambient temperatures before ignition can occur. Materials in this degree would not, under normal conditions, form hazardous atmospheres in air, but under high ambient temperatures or moderate heating may release vapor in sufficient quantities to produce hazardous atmospheres in air, including: Liquids having a flash point at or above 37.8°C (100°F); Solid materials in the form of coarse dusts that may burn rapidly but that generally do not form explosive atmospheres; Solid materials in a fibrous or shredded form that may burn rapidly and create flash fire hazards [e.g. cotton, steel, hemp]; Solids and semisolids that readily give off flammable vapors; 3 (Serious Hazard): Liquids and solids that can be ignited under almost all ambient temperature conditions. Materials in this degree produce hazardous atmospheres with air under almost all ambient temperatures, or, unaffected by ambient temperature, are readily ignited under almost all conditions, including: Liquids having a flash point below 22.8°C (73°F) and having a boiling point at or above 37.8°C (100°F) and below 37.8°C (100°F) [e.g. OSHA Class II-B and II-C]; Materials that on account of their physical form or environmental conditions can form explosive mixtures with air and are readily dispersed in air [e.g. dusts of combustible solids, mists or droplets of flammable liquids]; Materials that burn extremely rapidly, usually by reason of self-contained oxygen [e.g. dry nitrocellulose and many organic peroxides]; 4 (Severe Hazard): Materials that will rapidly or completely vaporize at atmospheric pressure and normal ambient temperature or that are readily dispersed in air, and which will burn readily, including: Flammable gases; Flammable cryogenic liquids; Any liquid or gaseous material that is liquid when under pressure and has a flash point below 22.8°C (73°F) and a boiling point below 37.8°C (100°F) [e.g. OSHA Class I-A]; Materials that ignite spontaneously when exposed to air at a temperature of 54.4°C (130°F) or below [e.g. pyrophorics].

PHYSICAL HAZARD:

0 (Water Reactivity): Materials that do not react with water. Organic Peroxides: Materials that are normally stable, even under fire conditions and will not react with water. Explosives: Substances that are Non-Explosive, Unstable Compressed Gases; No Rating. Pyrophorics: No Rating. Oxidizers: No "0" rating allowed; Unstable Reactives: Substances that will not polymerize, decompose, condense or self-react; 1 (Water Reactivity): Materials that change or decompose upon exposure to moisture. Organic Peroxides: Materials that are normally stable but can become unstable at high temperatures and pressures. These materials may react with water, but will not release energy. Explosives: Division 1.5 & 1.6 substances that are very insensitive explosives or that do not have a mass explosion hazard; Compressed Gases: Pressure below OSHA definition. Pyrophorics: No Rating. Oxidizers: Packaging Group III; Solids: any material that in either concentration tested, exhibits a mean burning time less than or equal to the mean burning time of a 2.0 potassium bromate/cellulose mixture and the criteria for Packing Group I and II are not met. Liquids: any material that exhibits a mean pressure rise time less than or equal to the pressure rise time of a 1:1 nitrocellulose mixture and the criteria for Packing Group I and II are not met. Unstable Reactives: Substances that may decompose, condense or self-react, but only under conditions of high temperature and/or pressure and have little or no potential to cause significant heat generation or explosive hazard. Substances that readily undergo hazardous polymerization in the absence of inhibitors; 2 (Water Reactivity): Materials that may react violently with water. Organic Peroxides: Materials that, in themselves, are normally unstable and will readily undergo violent chemical change, but will not detonate. These materials may also react violently with water. Explosives: Division 1.4 - Explosive substances where the explosive effect is largely confined to the package and no projection of fragments of appreciable size or range are expected. An external fire must not cause virtually instantaneous explosion of almost the entire contents of the package. Compressed Gases: Pressurized and meet OSHA definition but < 514.7 psi absolute at 21°C (70°F) (900 psig). Pyrophorics: No Rating. Oxidizers: Packaging Group II Solids: any material that, either in concentration tested, exhibits a mean burning time of less than or equal to the mean burning time of a 2.0 potassium bromate/cellulose mixture and the criteria for Packing Group I and II are not met. Liquids: any material that exhibits a mean pressure rise time less than or equal to the pressure rise time of a 1:1 aqueous sodium chlorate solution (90%)/cellulose mixture and the criteria for Packing Group I are not met. Unstable Reactives: Substances that may polymerize, decompose, condense, or self-react at ambient temperature and/or pressure, but have a low potential for significant heat generation or explosion. Substances that readily form peroxides upon exposure to air or oxygen at room temperature.

DEFINITIONS OF TERMS (Continued)

HAZARDOUS MATERIALS IDENTIFICATION SYSTEM HAZARD RATINGS (continued):

PHYSICAL HAZARD (continued):

1. **Water Reactivity:** Materials that may form explosive reactions with water. Organic Peroxides: Materials that are capable of detonation or explosive reaction, but require a strong initiating source, or must be heated under confinement before initiation, or materials that react explosively with water. Explosives: Division 1.2 - Explosive substances that have a fire hazard and either a minor blast hazard or a minor projection hazard or both, but do not have a mass explosion hazard. Compressed Gases: Pressure > 514.7 psi absolute at 21.1°C (70°F) [500 psig]. Pyrophorics: No Rating. Oxidizers: Packing Group: 1. **Spontaneous:** any material that, in either concentration tested, exhibits a mean burning time less than the mean burning time of a 3:2 potassium bromate/sulfur mixture. Oxidizers: Liquids: Any material that spontaneously ignites when mixed with cellulose in a 1:1 ratio, or which exhibits a mean pressure rise time less than the pressure rise time of a 1:1 perchloric acid (33%)/cellulose mixture. Unstable Reactives: Substances that may polymerize, decompose, condense or self-react at ambient temperature and/or pressure and have a moderate potential to cause significant heat generation or explosion. 4. **Water Reactivity:** Materials that react explosively with water without requiring heat or confinement. Organic Peroxides: Materials that are readily capable of detonation or explosive decomposition at normal temperature and pressures. Explosives: Division 1.1 & 1.2 explosive substances that have a mass explosion hazard or have a projection hazard. A mass explosion is one that affects almost the entire load instantaneously. Compressed Gases: No Rating. Pyrophorics: Add to the definition of Flammability 4. Oxidizers: No 4 rating. Unstable Reactives: Substances that may polymerize, decompose, condense or self-react at ambient temperature and/or pressure and have a high potential to cause significant heat generation or explosion.

NATIONAL FIRE PROTECTION ASSOCIATION HAZARD RATINGS:

HEALTH HAZARD: 0 Materials that, under emergency conditions, would offer no hazard beyond that of ordinary combustible materials. Gases and vapors whose LC₅₀ for acute inhalation toxicity is greater than 10,000 ppm. Dusts and mists whose LC₅₀ for acute inhalation toxicity is greater than 200 mg/L. Materials whose LD₅₀ for acute dermal toxicity is greater than 2000 mg/kg. Materials whose LD₅₀ for acute oral toxicity is greater than 2000 mg/kg. Materials that are essentially non-irritating to the respiratory tract, eyes and skin. 1 Materials that, under emergency conditions, can cause significant irritation. Gases and vapors whose LC₅₀ for acute inhalation toxicity is greater than 5,000 ppm but less than or equal to 10,000 ppm. Dusts and mists whose LC₅₀ for acute inhalation toxicity is greater than 10 mg/L but less than or equal to 200 mg/L. Materials whose LD₅₀ for acute dermal toxicity is greater than 1000 mg/kg but less than or equal to 2000 mg/kg. Materials whose LD₅₀ for acute oral toxicity is greater than 500 mg/kg but less than or equal to 2000 mg/kg. Materials that cause slight to moderate irritation to the respiratory tract, eyes and skin. 2 Materials that, under emergency conditions, can cause temporary incapacitation or reversible injury. Gases and vapors whose LC₅₀ for acute inhalation toxicity is greater than 3,000 ppm but less than or equal to 5,000 ppm. Dusts and mists whose LC₅₀ for acute inhalation toxicity is greater than 2 mg/L but less than or equal to 10 mg/L. Materials whose LD₅₀ for acute dermal toxicity is greater than 200 mg/kg but less than or equal to 1000 mg/kg. Materials whose LD₅₀ for acute oral toxicity is greater than 50 mg/kg but less than or equal to 500 mg/kg. Any liquid whose saturated vapor concentration at 20°C (68°F) is equal to or greater than one-fifth its LC₅₀ for acute inhalation toxicity, if its LC₅₀ is less than or equal to 5000 ppm and that does not meet the criteria for either degree of hazard 3 or degree of hazard 4. Compressed liquefied gases with boiling points between -30°C (-22°F) and -55°C (-67°F) that cause severe tissue damage, depending on duration of exposure. Materials that are respiratory irritants. Materials that cause severe, but reversible irritation to the eyes or are lachrymators. Materials that are primary skin irritants or sensitizers. 3 Materials that, under emergency conditions, can cause serious or permanent injury. Gases and vapors whose LC₅₀ for acute inhalation toxicity is greater than 1,000 ppm but less than or equal to 3,000 ppm. Dusts and mists whose LC₅₀ for acute inhalation toxicity is greater than 0.5 mg/L but less than or equal to 2 mg/L. Materials whose LD₅₀ for acute dermal toxicity is greater than 40 mg/kg but less than or equal to 200 mg/kg. Materials whose LD₅₀ for acute oral toxicity is greater than 5 mg/kg but less than or equal to 50 mg/kg. Any liquid whose saturated vapor concentration at 20°C (68°F) is equal to or greater than one-fifth its LC₅₀ for acute inhalation toxicity, if its LC₅₀ is less than or equal to 3000 ppm and that does not meet the criteria for degree of hazard 4. Compressed liquefied gases with boiling points between -30°C (-22°F) and -55°C (-67°F) that cause frostbite and irreversible tissue damage. Materials that are respiratory irritants. Cryogenic gases that cause frostbite and irreversible tissue damage. Materials that are corrosive to the respiratory tract. Materials that are corrosive to the eyes or cause irreversible corneal opacity. Materials that are corrosive to the skin. 4 Materials that, under emergency conditions, can be lethal. Gases and vapors whose LC₅₀ for acute inhalation toxicity less than or equal to 1,000 ppm. Dusts and mists whose LC₅₀ for acute inhalation toxicity is less than or equal to 0.5 mg/L. Materials whose LD₅₀ for acute dermal toxicity is less than or equal to 40 mg/kg. Materials whose LD₅₀ for acute oral toxicity is less than or equal to 5 mg/kg. Any liquid whose saturated vapor concentration at 20°C (68°F) is equal to or greater than one-fifth its LC₅₀ for acute inhalation toxicity, if its LC₅₀ is less than or equal to 1000 ppm.

FLAMMABILITY HAZARD: 0 Materials that will not burn under typical fire conditions, including intrinsically noncombustible materials such as concrete, stone, and sand. Materials that will not burn in air when exposed to a temperature of 618°C (1150°F) for a period of 5 minutes in accordance with Annex D. 1 Materials that must be preheated before ignition can occur. Materials in this degree require considerable preheating, under all ambient temperature conditions, before ignition and combustion can occur. Materials that will burn in air when exposed to a temperature of 618°C (1150°F) for a period of 5 minutes in accordance with Annex D. Liquids, solids and semisolids having a flash point at or above 93.4°C (200°F) (i.e. Class III liquids). Liquids with a flash point greater than 35°C (95°F) that do not sustain combustion when tested using the Method of Testing for Sustained Combustibility, per 49 CFR 173. Appendix H or the UN Recommendation on the Transport of Dangerous Goods, Model Regulations (current edition) and the related Manual of Tests and Criteria (current edition). Liquids with a flash point greater than 35°C (95°F) in a water-miscible solution or dispersion with a water non-combustible liquidified content of more than 65 percent by weight. Liquids that have no fire point when tested by ASTM D 82 Standard Test Method for Flash and Fire Points by Cleveland Open Cup, up to a boiling point of the liquid or up to a temperature at which the sample being tested shows an obvious physical change.

NATIONAL FIRE PROTECTION ASSOCIATION HAZARD RATINGS (continued):

FLAMMABILITY HAZARD (continued): 1 (continued): Combustible pellets with a representative diameter of greater than 2 mm (10 mesh). Solids containing greater than 5.5 percent by weight of a flammable or combustible solvent are rated by the closed cup flash point of the solvent. Most ordinary combustible materials. 2 Materials that must be moderately heated or exposed to relatively high ambient temperatures before ignition can occur. Materials in this degree would not under normal conditions form hazardous atmospheres with air, but under high ambient temperatures or under moderate heating could release vapor in sufficient quantities to produce hazardous atmospheres with air. Liquids having a flash point at or above 37.8°C (100°F) and below 93.4°C (200°F) (i.e. Class II and Class IIA liquids). Solid materials in the form of powder or coarse dusts of representative diameter between 420 microns (40 mesh) and 2 mm (10 mesh) that burn rapidly but that generally do not form explosive mixtures in air. Solid materials in fibrous or shredded form that burn rapidly and create flash fire hazards, such as cotton, wool and hemp. Solids and semisolids that readily give off flammable vapors. Solids containing greater than 0.5 percent by weight of a flammable or combustible solvent are rated by the closed cup flash point of the solvent. 3 Liquids and solids that can be ignited under almost all ambient temperature conditions. Materials in this degree produce hazardous atmospheres with air under almost all ambient temperatures or, though unaffected by ambient temperatures, are readily ignited under almost all conditions. Liquids having a flash point below 22.8°C (73°F) and having a boiling point at or above 37.8°C (100°F) and those liquids having a flash point at or above 22.8°C (73°F) and below 37.8°C (73°F) and below 57.8°C (100°F) (i.e. Class IB and IC liquids). Materials that, on account of their physical form or environmental conditions, can form explosive mixtures with air and are readily dispersed in air. Flammable or combustible dusts with a representative diameter less than 420 microns (40 mesh). Materials that burn with violence rapidly, usually by reason of self-contained oxygen (e.g. dry nitrocellulose and many organic peroxides). Solids containing greater than 0.5 percent by weight of a flammable or combustible solvent are rated by the closed cup flash point of the solvent. 4 Materials that will rapidly or completely vaporize at atmospheric pressure and normal ambient temperature or that are readily dispersed in air and will burn readily. Flammable gases. Flammable cryogenic materials. Any liquid or gas materials that is liquid while under pressure and has a flash point below 22.8°C (73°F) and a boiling point below 37.8°C (100°F) (i.e. Class IA liquids). Materials that ignite when exposed to air. Solids containing greater than 0.5 percent by weight of a flammable or combustible solvent are rated by the closed cup flash point of the solvent.

INSTABILITY HAZARD: 0 Materials that in themselves are normally stable, even under fire conditions. Materials that have an estimated instantaneous power density (product of heat of reaction and reaction rate) at 250°C (482°F) below 0.01 W/mL. Materials that do not exhibit an exotherm at temperatures less than or equal to 500°C (932°F) when tested by differential scanning calorimetry. 1 Materials that in themselves are normally stable, but that can become unstable at elevated temperatures and pressures. Materials that have an estimated instantaneous power density (product of heat of reaction and reaction rate) at 250°C (482°F) at or above 0.01 W/mL and below 10 W/mL. 2 Materials that readily undergo violent chemical change at elevated temperatures and pressures. Materials that have an estimated instantaneous power density (product of heat of reaction and reaction rate) at 250°C (482°F) at or above 10 W/mL and below 100 W/mL. 3 Materials that in themselves are capable of detonation or explosive decomposition or explosive reaction, but that require a strong initiating source or that must be heated under confinement before initiation. Materials that have an estimated instantaneous power density (product of heat of reaction and reaction rate) at 250°C (482°F) at or above 100 W/mL and below 1000 W/mL. Materials that are sensitive to thermal or mechanical shock at elevated temperatures and pressures. 4 Materials that in themselves are readily capable of detonation or explosive decomposition or explosive reaction at normal temperatures and pressures. Materials that have an estimated instantaneous power density (product of heat of reaction and reaction rate) at 250°C (482°F) of 1000 W/mL or greater. Materials that are sensitive to localized thermal or mechanical shock at normal temperatures and pressures.

FLAMMABILITY LIMITS IN AIR:

Much of the information related to fire and explosion is derived from the National Fire Protection Association (NFPA). **Flash Point:** Minimum temperature at which a liquid gives off sufficient vapors to form an ignitable mixture with air. **Autoignition Temperature:** The minimum temperature required to initiate combustion in air with no other source of ignition. **LEL:** The lowest percent of vapor in air, by volume, that will explode or ignite in the presence of an ignition source. **UEL:** The highest percent of vapor in air, by volume, that will explode or ignite in the presence of an ignition source.

TOXICOLOGICAL INFORMATION:

Human and Animal Toxicology: Possible health hazards as derived from human data, animal studies, or from the results of studies with similar compounds are presented. Definitions of some terms used in this section are: LD₅₀ - Lethal Dose (solids & liquids) which kills 50% of the exposed animals; LC₅₀ - Lethal Concentration (gases) which kills 50% of the exposed animals; ppm concentration expressed in parts of material per million parts of air or water; mg/m³ concentration expressed in weight of substance per volume of air; mg/kg quantity of material, by weight, administered to a test subject, based on their body weight in kg. Other measures of toxicity include TDLo, the lowest dose to cause a symptom and TCLo, the lowest concentration to cause a symptom; TDLo, LDLo, and LDLo, and TCLo, LCLo, and LCo, the lowest dose (or concentration) to cause lethal or toxic effects. **Cancer Information:** The sources are: IARC - the International Agency for Research on Cancer, NTP - the National Toxicology Program, RTECS - the Registry of Toxic Effects of Chemical Substances, OSHA and CALIOSHA. IARC and NTP rate chemicals on a scale of decreasing potential to cause human cancer with rankings from 1 to 4. Substances (2A, 2B, etc.) are also used.

Other Information: BEI - ACGIH Biological Exposure Indices, represent the levels of determinants which are most likely to be observed in specimens collected from a healthy worker who has been exposed to chemicals to the same extent as a worker with inhalation exposure to the TLV.

DEFINITIONS OF TERMS (Continued)

ECOLOGICAL INFORMATION:

EC is the effect concentration in water. BCF = Bioconcentration Factor, which is used to determine if a substance will concentrate in organisms which consume contaminated plants or animal matter. TL_{50} = median threshold limit. Coefficient of Oil/Water Distribution is represented by $\log K_{ow}$ or $\log K_{oc}$ and is used to assess a substance's behavior in the environment.

REGULATORY INFORMATION:

U.S. and CANADA:

U.S. and CANADA: ACGIH: American Conference of Governmental Industrial Hygienists, a professional association which establishes exposure limits. This section explains the impact of various laws and regulations on the material. EPA is the U.S. Environmental Protection Agency. NIOSH is the National Institute of Occupational Safety and Health, which is the research arm of the U.S. Occupational Safety and Health Administration (OSHA). HMIS is the Hazardous Materials Information System. DOT and TC are the U.S. Department of Transportation and the Transport Canada, respectively. Superfund Amendments and Reauthorization Act (SARA); the Canadian Domestic/Non-Domestic Substances List (DSL/NDSL); the U.S. Toxic Substance Control Act (TSCA), Marine Pollutants status according to the DOT; the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA or Superfund), and various state regulations. This section also includes information on the precautionary warnings which appear on the material's package label. OSHA: U.S. Occupational Safety and Health Administration.

EUROPEAN: EU is the European Union formerly known as the EEC, European Economic Community). EINECS: This is the European Inventory of Existing Chemical Substances. The ADR is the European Agreement Concerning the International Carriage of Dangerous Goods by Road and the RID are the International Regulations Concerning the Carriage of Dangerous Goods by Rail. AUSTRALIAN: AICS is the Australian Inventory of Chemical Substances. MOHSC: National Occupational Health & Safety Code.

10 notes



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MATERIAL SAFETY DATA SHEET

ENVIROFUELS EF-10K

Issue Date: May 12, 2006
Revised Date: May 12, 2006

Emergency Contact No.: (CHEMTREC) 1-800-424-9300

Section I - Chemical Product and Company Identification

Product Name: EnviroFuels EF-10K
Manufacturer: EnviroFuels, LLC
1111 Bagby, Suite 4900
Houston, Texas 77002

CAS No: Mixture
Synonyms: None

Section II - Composition and Information on Ingredients

<u>Component Name</u>	<u>CAS Registry No.</u>	<u>Concentration (%)</u>
Hydrotreated heavy paraffinic distillate	64742-54-7	20-50
Aliphatic Petroleum Distillate	64742-88-7	5-10
Amines, polyethylenepoly-reaction products with succinic anhydride isobutylene derivatives	84605-20-9	50-80

Section III - Health Hazard Information

EMERGENCY OVERVIEW

- Clear light yellow liquid with slight petroleum odor.
- May irritate eyes, skin, and mucous membranes.
- Hot material may cause thermal burns.

Eye Contact: Liquid contact may cause irritation.

Skin Contact: Prolonged liquid contact may cause irritation

Inhalation: Inhalation of mists or droplets may cause irritation of the mucous membranes of the eyes, nose, throat and lungs.

Ingestion: May be harmful by ingestion. May cause irritation, nausea and vomiting.

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Section IV – First Aid Measures

- Eye Contact: In case of contact, immediately flush eyes with water for at least 15 minutes. Seek medical attention if redness or soreness persists.
- Skin Contact: Immediately remove contaminated clothing. Wipe off excess material. Wash exposed skin areas with soap and water. Discard contaminated leather goods. If material is injected under the skin, into the muscle, or in the bloodstream seek medical help.
- Ingestion: DO NOT INDUCE VOMITTING. Obtain medical attention immediately. Small amounts of liquid aspirated into the respiratory system during ingestion or from vomiting may cause bronchopneumonia or pulmonary edema. Call poison control.
- Inhalation: If inhaled, remove victim to fresh air. If not breathing, give artificial respiration. If breathing is difficult, give oxygen. Seek medical attention.

Section V – Fire Fighting Measures

- NFPA Flammability Classification NFPA Class III-B combustible material. Slightly combustible!
- Health 1 / Fire 1 / Reactivity 0
- Flash Point (ASTM D92) > 250⁰ F (121⁰ C)
- Lower flammable Limit Not determined.
- Upper Flammable Limit Not determined.
- Autoignition Temperature Not determined.

Extinguishing Media:

Carbon dioxide, dry chemical, foam, water fog.

Hazardous Combustion Products:

Carbon dioxide, carbon monoxide, smoke, fumes and unburned hydrocarbons.

Special Properties:

This material can burn but will not readily ignite. However, if the material is heated above the flash point it can release vapors that will ignite when exposed to ignition sources. In enclosed spaces, heated vapor can ignite with explosive force. Mists or sprays may ignite at temperatures below the flash point.

Fire Fighting Procedures:

Cool adjacent structures with water spray. For spills not ignited, refer to Section VI. Firefighting personnel should wear full bunker gear including NIOSH approved positive pressure self-contained breathing apparatus (SCBA)

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Section VI – Accidental Release Measures

Take proper precaution to assure your own health and safety before attempting spill control or cleanup. Shutoff all ignition sources; no flares, smoking or flames in the affected area. Do not walk through or touch spilled material.

Small Spill:

Absorb spilled material with dry earth, sand, or other non-combustible absorbent material and place in waste containers for later disposal.

Large Spill:

Contain to maximize product recovery or disposal. Prevent entry into waterways or sewers. In natural environments, seek cleanup advice from specialists to minimize environmental damage. This material will float on water. Absorbent pads or similar products can be used. Use proper grounding procedures when transferring the material. Consult the appropriate regulatory agencies for reporting and disposal requirements.

Section VII – Handling and Storage**Handling:**

Avoid water contamination and extreme temperatures to minimize product degradation. Use in well ventilated area. Avoid eye and skin contact, and inhalation of mists. See Section VIII for personal protective equipment recommendations. Know locations of nearest eye wash and safety showers. Empty containers can contain product residues that can ignite. Do not expose empty containers to potential ignition sources.

Storage:

Keep container closed. Do not store with oxidizing agents. Do not store at temperatures above 120° F or in direct sunlight for extended periods of time.

Section VIII – Exposure Controls and Personal Protection**Occupational Exposure Guidelines:**

No specific limits exist for this product mixture. The following limits are recommended as minimum exposure guidelines.

Component	AGICH (United States)		OHSA
	TWA	STEL	TWA
Aliphatic Petroleum Distillate (64742-88-7)	100 ppm (TLV)	--	100 ppm (VPEL)
Mineral Oil Mist	5 mg/m3	10 mg/m3	5 mg/m3

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<u>Engineering Controls:</u>	Provide exhaust ventilation or other engineering controls to keep the airborne concentration of mists and/or vapors below the recommended exposure limits.
<u>Personal Protective Equipment:</u>	Personal Protective Equipment (PPE) should be selected based upon the conditions under which this material is used. A hazard assessment of the work area for PPE requirements should be conducted according to approved OSHA protocol. Minimum PPE requirements are safety glasses with side shields and a lab coat or chemical apron. For certain conditions additional PPE may be required.
<u>Eye Protection:</u>	Safety glasses with side shields should provide adequate protection. Wear chemical goggles and face shield if material is heated above 125 ⁰ F. Have suitable eye wash water available.
<u>Skin Protection:</u>	Use chemical resistant gloves if frequent or prolonged contact with hands is expected. Use heat protective gloves and wear protective boots when handling product at elevated temperatures. Normal protective clothing may include a long sleeve outer garment, apron or lab coat. If significant contact occurs, remove contaminated clothing and shower promptly. Launder contaminated clothing before reuse or discard.
<u>Respiratory Protection:</u>	If elevated airborne concentrations above applicable workplace exposure levels are anticipated, a NIOSH-approved organic vapor respirator equipped with a dust/mist pre-filter should be used. For conditions where the airborne concentration of the material is not known use a NIOSH-approved SCBA.

Section IX – Physical and Chemical Properties

<u>Physical Form:</u>	Liquid	<u>Viscosity:</u>	>725 cSt @ 104 ⁰ F
<u>Boiling Point:</u>	Not available.	<u>Pour Point:</u>	< -40 ⁰ F
<u>pH:</u>	Not applicable.	<u>Flash Point (COC):</u>	> 250 ⁰ F (121 ⁰ C)
<u>Specific Gravity:</u>	>0.85 g/ml (60 ⁰ F/60 ⁰ F)	<u>Solubility in Water:</u>	Insoluble
<u>Vapor Pressure:</u>	< 1.0 mm of Hg (20 ⁰ C)	<u>Color:</u>	Amber

Section X – Stability and Reactivity

<u>Stability:</u>	Stable
<u>Reactivity:</u>	Incompatible with strong oxidizer, bases, and acids.
<u>Hazardous Polymerization</u>	Will not occur.

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Section XI – Toxicological Information

<u>LD50:</u>	Oral: Rat - >5,000 mg/kg	<u>Irritation Index:</u>	Skin – Rabbit – practically non-irritating
	Dermal: Rat - >2,000 mg/kg		Eye - Rabbit – practically non-irritating

Section XII – Ecological Information

None available.

Section XIII – Disposal Considerations

Consult local, state, and Federal regulatory agency guidelines for proper disposal of this material. Under certain conditions of use, this material may become a "hazardous waste" as defined by state and Federal regulations. It is the responsibility of the user to determine if the material is a RCRA "hazardous waste" at the time of disposal. Contact the RCRA/Superfund Hotline at 1-800-424-9346 or your regional EPA office.

Section XIV – Transportation Information

<u>DOT Status:</u>	Not a DOT regulated material.
<u>Proper Shipping Name:</u>	Not regulated.
<u>Hazard Class:</u>	Not regulated.
<u>Packing Group(s):</u>	Not applicable.
<u>UN/NA ID:</u>	Not regulated.
<u>Reportable Quantity:</u>	A reportable quantity (RQ) has not been established.
<u>Emergency Response Guide No.:</u>	Not applicable.
<u>HAZMAT STCC No.:</u>	Not assigned.
<u>MARPOL III Status:</u>	Not a DOT "Marine Pollutant" per 49 CFR 171.8.

Section XV – Regulatory Information

<u>EPA:</u>	All components of this product are on the TSCA inventory.
<u>SARA 302/304:</u>	Not listed.
<u>SARA 311/312 Hazards:</u>	Not listed.
<u>CAA-RMP Threshold Quantity:</u>	Not regulated under RMP.
<u>CERCLA Reportable Quantity:</u>	Not regulated.

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Section XV – Disclaimer of Liability

The information presented herein is to the best of the company' knowledge true, accurate and reliable. The data are supplied for informational purposes only. No guarantee, either expressed or implied, regarding accuracy, completeness or correctness is conveyed. The actual use of the product is beyond the control of Envirofuels, LLC and as such the company assumes no responsibility for loss, damage, or expense arising out of any use of the products (including storage, shipping and all other modes of handling) described herein.
